



## AT&T Attachments

Attachment 1: 8K1\_2012.pdf

Attachment 2: 2Q128K.pdf

Attachment 3: 3Q128K.pdf

Attachment 4: 8K4Q12.pdf

Attachment 5: ATT\_OrgChart\_071612.pdf

Attachment 6: Terri Johnson - RFP - 2013.doc

Attachment 7: Robert Edmunds - RFP - 2013.doc

Attachment 8: Tyler Resume - RFP - 2013.docx

Attachment 9: Robert Wood - RFP - 2013.doc

Attachment 10: Lifecycle Management Team 2013.pptx

Attachment 11: org chart 2013.pptx

Attachment 12: Glenn Kittle - RFP - 2013.doc

Attachment 13: Fergusonresume12111017.pdf

Attachment 14: Chuck Tillman - RFP - 2013.doc)

Attachment 15: Kaye Lewis - RFP - 2013.doc

Attachment 16: Lisa Flowers - RFP - 2013.docx

Attachment 17: 06k\_CHN\_Section\_B\_Attachment\_3\_Jim\_Graves\_Resume.doc

Attachment 18: TN\_BTN\_1119122.pdf

Attachment 19: Robert\_Smith\_Resume\_09282010.doc

Attachment 20: Charles David Ford Resume (revised 2012).doc

Attachment 21: LeslieDaniel.doc



Attachment 22: ATT\_Bio\_3\_0\_Gus.docx

Attachment 23: MARK MOWERY RESUME 2012 vs 2 .docx

## **Personal Information:**

**Name:** Terri J Johnson

**Work Address:** 333 Commerce

Nashville, Tennessee 37201

**Work Phone:** 615-401-4302

**Supervisor:** Cindy Sacco

**Preferred Email:** tj2168@att.com **Supervisor Phone:** 615-401-4384

## **Employment History:**

### **4/28/2009 – Present**

AT&T Services, Inc., Abs Global Customer Service, Nashville, TN, USA  
Lead Financial Analyst (known as LCM Business Operations Manager)  
Leadership and Management responsibility for AT&T Life Cycle Management contract supporting the K12 Districts, and State of Tennessee government agencies. Protects \$600M in AT&T revenue. Responsible for internal team leadership, facilitates Weekly Service Review meetings with LCM Team and customer. Audits and processes LCM invoices for payment and reviews A/R and billing to ensure Revenue recognition and accurate billing. Conducts Bi-Weekly All Hands call with LCM and Tower leads supporting State of TN. Coordinates the monthly Executive Scorecard compilation for Lexmark, State of IL and St of TN for Executive Director. Backup responsibilities for SLA Manager and performs CMS Tier 1 Liaison function between LCM, State of Tennessee and CMS Tier 1 to ensure contract and SLA performance compliance.

### **3/15/2009 – 4/28/2011**

AT&T Services, Inc., Abs Global Customer Service, Nashville, TN, USA  
Sr. Quality/M&P/Process (known as LCM SLA Manager)  
Leadership and Management responsibility for AT&T Life Cycle Management contract supporting the State of Tennessee. Protects \$600M in AT&T revenue. Responsible for internal team leadership, contract compliance and SLA performance. CMS Tier 1 Liaison between LCM, State of Tennessee and CMS Tier 1 to ensure contract and SLA performance compliance.

### **11/16/2008 – 3/15/2009**

AT&T Operations, Inc., Worldwide Customer Service, Nashville, TN, USA  
Sr. Tech Support Analysis, Network (known as LCM Operations Manager)  
Leadership and Management responsibility for AT&T Life Cycle Management contract supporting the State of Tennessee. Specifically, Day Two support for approximately seven (7) Partners, 163 end sites on a private NetTN MPLS backbone network. Protects \$600M in AT&T revenue. CMS Tier 1 Liaison between LCM, State of Tennessee and CMS Tier 1 to ensure contract and SLA performance compliance. Backup to MACD Catcher role to assist in month end bill processing for monthly order activity.

**02/2000 – 11/16/2008**

SBC Global Services, Inc., EBS Worldwide Customer Service, Arlington Heights, IL USA  
Sr. Project Manager

Leadership and Management responsibility for AT&T Complex Managed Solutions lifecycle contracts supporting Exelon, McDonald's Corporation and Motorola. Protects \$80M in AT&T revenue. Sr. Project Mgr.(formerly known as Delivery Executive) responsible for internal team leadership, contract management, contract compliance and SLA performance. First point of escalation/resolution of customer issues. Management of Service Delivery and Customer Satisfaction, P&L responsibilities: Scope expansion, proposals and contract amendments, contract recasts and margin improvements. Matrix management of Field Services, Billing, Operations and IT support resources. Support of appx. 180,000 ports using Avaya, Nortel, Cisco VoIP, Centrex and Octel platforms in 155 U.S. customer locations.

**04/1999 - 02/2000**

SBC DataCom, Oak Brook, IL USA  
Telecom Manager (TCM)

Responsible for the management of daily telecom demand and support requirements under SecurityLink from Ameritech/Managed Services Agreement. Established "branch profile" guidelines, standard equipment and network configuration templates, policy and approval guidelines, conversion schedules, tracking matrices and checklists used inter-departmentally to assure on-time, on-schedule deliveries related to Branch Relocation/Consolidation initiatives. Responsibility for the oversight of 210 locations, 150 vendors and support of 2000 internal users on day-to-day basis. Reviewed and re-defined processes for ordering, MAC, Install, Network, Trouble Reporting and Billing Administration. Established and implemented procedures for handling equipment upgrades and replacements. Set up cost saving processes for the return and resale and/or redeployment of old equipment from branch locations. Led "Stakeholder Telecom Team" for SecurityLink that assisted in the coordination and implementation of key initiatives.

**04/1998 - 04/1999**

Ameritech, Custom Business Services, Oak Brook, IL USA  
Project Manager

Responsible for the design and execution of implementation plans for assigned projects associated with CBS's service delivery under the SecurityLink from Ameritech/Managed Services Agreement. Developed and managed overall project plans related to telephony consolidation within customer's operating environment. Developed and defined processes and models used as template to convert 29 Central Station Alarm monitoring sites into 3 Mega Centers. Organized and led project plans/meetings related to the migration project. Developed detailed telecom migration plans, directed the migration of IXC circuits and led cutover activities. Migrated 1000+ voice and data circuits without a "telecom related" incident on time and within budget. Developed and managed sub-teams' work plans and project timelines. Represented the CBS

Team as an active and participative member of a cross-functional, customer project team.

#### **02/1994 - 08/1997**

Northwestern Technologies Group, Chicago, IL USA

Manager of Consulting Services

Point of contact for telecommunication products and services at Northwestern Memorial Hospital, its affiliates and Northwestern University in Chicago and Evanston supporting 25,000 end users in 350 buildings covering 2 campuses. Managed staff of ten(10) telecommunications analysts: 3 Senior Telecom Analysts, 2 Communications Analysts, and 5 Service Analysts responsible for providing and coordinating all teleom services and equipment. Implemented Consulting Services'ACD for added efficiencies in order processing and customer inquiries. Assisted in conversion of LAN from LAN Mgr. to Novell architecture. Engineered design and rollout of Northwestern Faculty Foundation's multiple ECP application requiring the recommendation and implementation of a 72-Port Octel VM system delivered on-time and within budget. Responsible for marketing and support of telecom products and applications. Developed training modules for staff and customers to provide maximum support and benefits of telecom products. Directed the customization of Remedy Software for use as an internal work order product to improve inter-departmental productivity. Coordinated with departmental organizations and vendors to ensure requirements were met and customer satisfaction achieved.

#### **08/1991 - 11/1994**

Kemper Securities, Inc., Chicago, IL USA

Director of Telecommunications, VP

Responsible for acquiring, controlling, directing and maintaining all telecommunications systems and services supporting 1,000 employees and 7,000 branch employees. Established a "core" group of 35 telecommunications professionals, technicians, and clerical staff to support 180 branch offices. Managed and directed consolidation of five regional telecommunications offices into centralized department at Corporate Headquarters. Managed \$15M annual telecommunications budget. Relocated 1000 corporate employees, including two trading floors (125 traders), to new corporate headquarters facility. Evaluated and recommended purchase and installation of all major telecom systems for new headquarters. Redesigned market data delivery systems and enhanced PC network architecture to increase data availability by 5 seconds. Outsourced teleconferencing services for annualized savings of \$40K while improving access and providing added capabilities. Reduced teleconferencing cost per minute by \$.20 by negotiating a volume discount with service provider. Annualized savings of \$40K. Improved bill payment turnaround by one week after establishing a centralized bill payment group (3,000 invoices/month). Developed internal policy and procedures, created standard cable specifications for all locations and implemented inventory tracking system for telecom hardware, facilities and billing.

**05/1989 - 08/1991**

Merrill Lynch, Pierce, Fenner & Smith, Chicago, IL USA

Senior Telecommunications System Manager

Managed all telecommunications systems for North Central Region. North Central Region comprised of 60 branch offices and 324 departments/locations within Metropolitan Chicago. Managed 650 circuit private line voice network and 1500 line data network at four stock exchange locations - 5 IDNX network nodes. Maintained critical data inventories of private lines, market data, data and voice equipment and services. Converted AT&T 4540 data equipment to AT&T 6500 series at Chicago Board of Options Exchange to improve processing and reduce cost by 15%. Formulated standard operating procedure for Chicago Operations Group. Uncovered AT&T billing errors resulting in \$100K refund. Negotiated and purchased telephone switches for 11 offices within Chicago Metropolitan area.

## **Education:**

**Inc. - College of DuPage, Glen Ellyn, IL USA**

Liberal Arts, Psychology, 24 Hours Completed

**Inc. - Joliet Junior College, Joliet, IL USA**

Liberal Arts, Psychology, 8 Hours Completed

**Inc. - DePaul University, Naperville Campus, IL USA**

BS Telecommunications, Telecommunications, 36 Hours Completed

## **Professional Licenses, Accreditations, and Memberships:**

PMP Certification, April, 2005

Member of Project Management Institute

Avaya Certified Administrator Training in progress - 2007-08

AT&T Six Sigma, Green Belt

## **Foreign Languages:**

# Resume of Robert W. Edmonds

5547 Glen Haven Ct. Pegram, TN 37143 • 615-673-4240 • [bredmonds@bellsouth.net](mailto:bredmonds@bellsouth.net)

## Skills

16 years experience in the IT industry ranging from PC support to enterprise network support including network design, project management, and training. I have experience in nearly every aspect of IT including servers, routers, switches, wireless, phone systems, remote access, and security.

- Routing Protocols (RIP, EIGRP, OSPF, BGP)
- VPN (VPN 3000 Series/Checkpoint/ASA/Cisco IOS)/Network Security(ISA Server)/Firewalls (Cisco/Checkpoint/Raptor)
- Network Design/Implementation/Troubleshooting
- LAN/WAN/MAN Protocols (PPP, ATM, Ethernet, Frame Relay, etc.)
- Project Management
- Network Analysis (NetScout, WildPackets, Concord, NetQos, Spectrum, Network General Sniffer/Infinistream, Wireshark)
- Switching technologies (Spanning-tree, VTP, Etherchannel, STP/RSTP)
- WLAN
- Network cabling/termination/troubleshooting
- Network load balancing (Cisco CSM/CSS, F5 LTM, Foundry) and Global Load Balancing (F5 GTM)

## Experience

**Senior Consultant – K12 School District Engineering Support**  
**AT&T Consulting Solutions, Inc.**  
**Nashville, TN**  
**From 8/2009 to Present**

Continued in the same role as when contracted through Kelly Mitchell.

**Senior Network Consultant**  
**Kelly Mitchell**  
**Nashville, TN**  
**(Contracted to AT&T)**  
**From 9/2008 to 8/2009**

Consultant assigned to the State of Tennessee account team. Duties include determining and gathering customer requirements for migration and implementation of routing, security, content filtering, and upgrades. Perform operational duties as required by the Life Cycle Management team, assisting customers resolve issues in the LAN/WAN environments in addition to the AT&T NetTN network environment. Primary person responsible for technical consulting with K-12 educational partners and secondary to peer on other state partners.

- Performed product testing for URL platform to replace Checkpoint Smartfilter
- Developed admin training documentation and deployment documentation for K-12 partners

**Network Routing Architect**  
**Asurion**  
**Nashville, TN**  
**From 1/2008 to 9/2008**

Network Routing Architect in the Network Operations department at Asurion, Inc. Duties include supporting global network in more than 5 countries. Work with major cell-phone providers to ensure connectivity for customer service representatives to file claims for cell phone replacement. Work as the networking representative for multiple projects to support business objectives.

**Senior Telecommunications Engineer**  
**HCA**  
**Nashville, TN**  
**From 5/2006 to 1/2008**

Technical Lead in the Network Support department at HCA. Primary duties include troubleshooting and resolving network, network security, VPN, and Internet issues for the enterprise, supporting in excess of 100,000 users and 100 vendors directly connected to the HCA network or connecting via client-based, SSL, or site-to-site VPN. Perform on-call duties as assigned. Besides my primary duties I am responsible for mentoring the junior members of the team, especially in areas related to network security. Also review high and critical level tickets in an attempt to identify opportunities to train or improve processes in order to decrease average time to resolution.

- Primary member of the Disaster Recovery team representing the Network Engineering department.
- Primary person responsible for emergency "SWAT" trips to troubleshoot high impact issues at facilities nationwide.
- Participated in design and installation of network equipment to support enterprise-wide EHR (Electronic Health Record) initiative. Tested hardware and software to support several projects and made recommendations that led to enterprise adoption.

**Network Engineer**  
**Computer Professionals, Inc.**  
**Nashville, TN**  
**(Contracted to HCA)**  
**From 3/2004 to 5/2006**

Worked as part of the ECII (External Connectivity Infrastructure Initiative) implementation team. Then assigned to Network Support as the primary Network Engineer for VPN/PACS (Picture Archival and Communications Systems) related issues. On a daily basis, troubleshoot issues with network connectivity, capacity, security, and VPN. Make recommendations to acute care facilities regarding equipment, capacity, and security to meet their business needs while complying with corporate policies and procedures.

- Managed multiple ECII projects simultaneously as part of the ECII implementation team
- Trained Network Support and BSSC departments on technologies related to ECII/PACS
- Wrote procedures and support matrix for ECII/PACS and Tech Refresh operational support

**Network Administrator**  
**Montgomery County Information Systems**  
**Clarksville, TN**  
**From 5/2001 to 2/2004**

- Managed network for county government. Also acted as a backup to the Systems Administrator in managing Windows server environment

- Designed and implemented wireless VPN solution for use in Sheriff's patrol cars, enabling secure voiceless dispatch and situation reports
- Designed networks for new construction and worked with multiple vendors to ensure standards were met
- Designed and installed wireless networks to extend the capabilities of the current network
- Trained peers to better support network, servers, and PCs

**Network Administrator  
Gateway Health System  
Clarksville, TN  
From 9/1998 to 4/2001**

- Network Administrator for a regional health system with over 30 locations, including acute care and physician offices. Managed Microsoft Windows and Novell Netware servers as well as all network connections.
- Migrated entire health system from cc:Mail to Microsoft Exchange while maintaining connectivity to both systems, and no loss of data
- Designed and implemented Citrix solutions used by the entire health system to meet a variety of needs including remote transcription and time and attendance

**Outside PC Technician  
ComputerLand  
Hopkinsville, KY  
From 8/1997 to 8/1998**

Worked as an outside technician servicing home computers and business computers on-site. Ensured quick turn around time with minimal cost to the customer and to ComputerLand.

**Education**

Enrolled in Associate of Applied Science in Professional Studies Concentration: Information Technology program  
Nashville State Community College  
Graduate of Ft. Campbell High School  
Ft. Campbell, KY

**Military**

**Signals Intelligence Voice Intercept Operator – Korean (98G2PKP)  
United States Army  
Various Locations  
2/1992 to 7/1997**

- Intercepted and reported on Top Secret voice communications
- Responsible for the accountability and maintenance of equipment valued in excess of 2.3 million dollars
- Served as Team Leader of 5 person team in a tactical Military Intelligence Battalion in the Republic of Korea

- Performed high risk training and tactical exercises while assigned to 1<sup>st</sup> Special Forces Group (Airborne)
- Attended Regular Army and Special Operations schools to support the missions of respective units

## **Platforms**

### **Routers:**

Cisco: 1600, 1700, 1800, 2500, 2600, 2800, 3600, 3700, 3800, 7200, 7300, and 7600 series  
3Com: Netbuilder

### **Switches:**

Cisco: Catalyst 1900, 2900, 2948, 2950, 3500, 3550, 3750, 4000, 4500, and 6500 series

## **Platforms (Continued)**

### **Wireless:**

Cisco: 340, 350, 1100, and 1200 series access points

### **VPN:**

Cisco: VPN3000 series concentrators, ASA, VPN Client software  
Checkpoint: VPN-1  
Juniper: Neoteris SSL

### **Security:**

Cisco: PIX 501 and 515, ASA, ASDM and CSM  
Checkpoint: Firewall NG, Provider 1  
Advent Technologies: Raptor firewall  
Microsoft: ISA Server 2004  
Blue Coat: Secure Gateway

### **Load Balancing:**

Cisco: CSS 11000 series, CSM Module for 6500  
Foundry: Server Iron  
F5: BigIP LTM and GTM

### **Network Analysis:**

NGenius NetScout, Wilpackets Etherpeek, Wireshark, Concord eHealth, NetQoS, Spectrum eHealth, Network General Sniffer and Infinistream, Solarwinds

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## DAVID TYLER

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### CAREER SUMMARY

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**AT&T (Nashville, Tennessee)**

**1998-Present**

#### **Operations Director, AT&T Business Services (July, 2012 – Present)**

Lead a team of operations and engineering professionals providing the network used by all State of Tennessee government employees, including 911 emergency services agencies, Tennessee Board of Regents, K-12 public school districts and Private Colleges and Universities. The team is focused on installing services on time, monitoring the health of the network, restoring services when outages occur, and delivering accurate customer billing. We received a Customer Satisfaction Rating of 9 out of 10 in 2012.

#### **Sales Center Vice President, Signature Client Group (January, 2010 – July, 2012)**

Responsible for leading a team of AT&T sales, engineering, and service professionals to enable the business goals of 26 large multinational companies through delivery of advanced global communications solutions. The team specializes in a full range of networking, application integration and IT solutions, including voice, data, Internet, hosting, managed services, mobility, professional services and outsourcing.

- Sales Performance: In 2011, achieved 121% of annual New Sales Plan (\$5.87M Annual Plan)
- Revenue Performance: In 2011, achieved 100.3% of annual Total Billed Revenue Plan (\$815M Annual Plan).
- Growth Services Sales Performance: In 2011, achieved 100.5% of annual New Sales Plan (\$905K Annual Plan).
- Mobility Services Sales Performance: In 2011, achieved 163% of Mobility New Sales Plan (\$1.611M Annual Plan).
- Key Competitive Wins in 2010-2011 (all new business to AT&T): AutoNation (\$15M TCV), Deloitte (\$25M TCV), SunTrust Bank (\$26M TCV), Humana (\$3M TCV), Home Depot (\$25M TCV), IHG (\$6M TCV).
- Received AT&T Signature Client Group 2010 Annual Travel Award for Growth Services sales performance.

#### **Signature Client Director (January, 2003 – January 2010)**

Managed revenue growth for the largest Healthcare company in the U.S., with annual AT&T revenues exceeding \$120M/year. Led a team of sales, technical, and service staff to exceed revenue goals. Collaborated with client to develop formal, aligned annual Business Plans, optimizing ability to exceed aggressive revenue, sales production, and client satisfaction goals. Prepared sales and revenue forecasts, and executable account strategy plans to drive revenue growth. Effectively interfaced with client executive management to position AT&T senior leadership within client organization, and align our firms toward mutually beneficial strategic objectives. Drove contract negotiations, and developed creative packaging of emerging applications and services.

- In 2008, extended all AT&T contracts through 2011, in a highly competitive bid, securing \$70M in revenue for AT&T.
- Successfully led team to identify, solution and sell non-traditional services, shifting product mix to higher margin services (e.g. Mobility, Hosting, Security). Doubled hosting revenue in 2008, from \$500K to \$1M annual. Contracted and installed AT&T's second largest AVPN MPLS network in 2007 (\$7M/year), solidifying AT&T's status as primary carrier for HCA Healthcare over the next 5 years.

#### **Sales Director (2000 - 2002)**

Drove sales revenue for international product portfolio within a 12 state region, for Concert (AT&T/British Telecom Joint Venture). Recruited, developed, and directed a team of seven sales professionals to exceed 2002 sales goals (\$7.1M in annualized net new revenue, and retention of \$250M in annualized base revenue). Managed an assigned revenue plan, and developed strategic account plans for target accounts. Positioned with client executive management (across all global regions) to develop constructive long-term relationships.

- Achieved 149% of quota in 2001.
- Awarded AT&T Leaders Council in 2002 for achieving 153% of quota.
- Received AT&T-Concert "Honors" award for top sales performance in 1999, 2000 and 2001.

#### **Business Development Manager (1998 – 2000)**

Responsible for exceeding international sales targets for assigned 3 state territory (Missouri, Illinois, Kansas), within the AT&T/British Telecom Joint Venture company named Concert. Consulted with client IT staffs managing offshore networks, to generate new sales opportunities with assigned Fortune 500 clients. Led global account management sessions to accelerate closure of target sales opportunities into major accounts (e.g., MasterCard, Edward Jones, Emerson Electric, Caterpillar, Anheuser Busch, and Maritz).

- Met or exceeded the sales plan for International Data Product portfolio in my territory in 1198, 1999, 2000.
- Promoted from Sales Manager to Sales Director within 15 months.

## **MCI / Verizon Business (St. Louis, Missouri)**

**1990-1998**

### **Senior Global Account Manager (1996 – 1998)**

Increased revenue volume with three Fortune 500 global clients, and led a team of sales, technical, and service staff to exceed revenue goals. Managed an assigned revenue plan, and develop strategic account plans based on industry trending and client analysis. Drove contract negotiations, and developed creative packaging of new applications and services.

- Lead Missouri Branch in 1998 sales performance, achieving 360% of plan January 1998 through December, 1998.
- Successfully managed largest global network installation in 6 state Southwest Region in 1998, meeting all critical client timelines, and accelerating revenue recognition within MCI.
- Received “Masters” award twice (1997, 1998) for ranking within top 5% of all sales titles in company.

### **Field Marketing Manager (1992 – 1996)**

Solutioned, presented, contracted and implemented emerging technologies within target base of MCI's largest clients. Developed and executed Annual Branch Marketing Plan focused on shifting product mix from traditional telecom services, to emerging technologies and Professional Services. Elements of Marketing Plan included competitive product and differentiation analysis, launch strategies on MCI new product introductions, and product positioning training for sales teams and clients.

- Exceeded branch billed revenue targets four years consecutively.
- Increased branch product mix of emerging services by 22%, between 1994 and 1996

### **Product Manager: (1990 – 1992)**

Developed and implemented pricing and promotional strategies to increase sales productivity of MCI's consumer voice services. Led sales campaign launches at telemarketing centers, providing product training and competitive information to drive consumer sales in a competitive mass-market environment. Managed sales promotion budgets, and produced annual revenue forecasts and expense plans for two consumer products.

- Pricing and promotional strategies implemented resulted in achievement of 116% of 1991 revenue plan.

## **Maritz Inc. (St. Louis, Missouri)**

**1986-1990**

### **Management Consultant – Manufacturing Vertical (1986 – 1990)**

Developed and implemented new cost reduction methods for Fortune 500 client organizations. Determined historical financial baselines and measurements, and quantified productivity increases after implementation of recommendations. Computed ROI for each project to justify client's expenditure on our consulting services. Designed PC-based software to track and report financial results, and trained client personnel on use of this software. Traveled extensively to client premises to consult with Chief Financial Officer regarding reduction of their departmental budgets.

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## **EDUCATION**

Master of Science in Management (Marketing Concentration)  
Maryville University - St. Louis, Missouri

Bachelor of Science in Business and Administration (Marketing Major)  
Southern Illinois University at Carbondale

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## **REFERENCES**

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Available upon request.

# Robert Dale Wood

## Objective

Provide Internetworking Leadership

## Employment

Aug 2006 – Current

AT&T

Nashville, Tennessee

### **Director – Lead Principal Technical Architect**

Direct the architecture and engineering team activities for the AT&T NetTN network. Serve as lead network architect for a service provider MPLS network. Lead strategic direction for network design and services based on customer requirements and AT&T opportunity. Consult with customer on new opportunities, create and present solutions at the highest executive levels. Key contributor on products, services and/or infrastructure strategies that require complex or advanced conceptualization. Ensure products and services are aligned with customers' current and future needs and expectations. Direct projects of critical importance. Work on next generation technologies and platforms. Champion new designs within AT&T and among partners. Provide technical leadership on additional AT&T opportunities. Publish technical documents for internal and external skills transfer and training. Responsible for revenue attainment and customer satisfaction. In depth knowledge and strong experience with MPLS, routing protocols, VPNs, QoS, Multi-service architectures, Remote/Local Access, Optical Networking, Metro Ethernet, SNA/DLSW.

- **Accomplishments**

Network Architecture for NetTN

Network Architecture for TNII

Network Architecture for ConnectEN

Network Architecture for eHealth Initiative

Presented to State of Tennessee Governor Bredesen January 2006

- **Awards**

AT&T Circle Of Excellence 2008

- **Cisco Press Author:** Next-Generation Network Services, ISBN 1587051591 November 2005

Jan 2001 – July 2006

TEKsystems for BellSouth

Nashville, Tennessee

### **Senior Network Architect/Marketing Consultant**

- **Responsibilities:** Providing network design, strategic product research and development, and executive consulting to BellSouth and their partners Qwest, EDS, and Cisco Systems for a managed services, service provider MPLS network for the State of Tennessee, and Tennessee educational institutions. Responsible for justification, design, development and delivery of the following services: MPLS VPN, IP, IPX, SNA/DLSW, SNA Switching, QoS, Security, Network Address Translation, Internet, IPSec VPN, Remote Access, video, VoIP, DSL.
- **Primary Role:**
  - Trusted advisor/marketing consultant to executive management
  - Pre-sales Strategic Network Product Research & Development
  - Pre-sales & post-sales Network Architect/Engineer

2000

Callahan & Associates, Inc.

Nashville, Tennessee

### **Senior Consultant**

- **Responsibilities:** Strategic and technical consulting in design and engineering of

multi-layer, multi-service internetworks with adjunct proficiencies in the integration of VoIP technologies, Optical/IP technologies, TCP/IP & SNA technologies. Executive level presentation of objective, comparative, cost models and proposals for multi-service internetwork designs using Cisco, Nortel, Lucent and Adtran products. Consulting on optical switching, DWDM, xDSL, IP/VPN, application-specific fiber, service provider core/metro strategies and technologies.

**1993 – 2000 First American National Bank/AmSouth Bank Nashville, Tennessee  
Vice President – I/T Business Unit – Network Architect and Network Manager –**

- Responsibilities: Principal architect and Network Manager of Wide Area Internetworking group, Information Technology Business Unit. Responsibility for both voice and data networking strategy and budget. Achievement of technology leverage through consulting, engineering, and business management disciplines. Architecture, engineering, implementation and operations of high-performance, multi-service, internetworking designs/expansions in the Southeastern United States. Integrated IP network with SNA/DLSW and CIP. Managing, mentoring, motivating a high performance technology team of seven individuals. Integration of wide area technology from BellSouth, Sprint, MCI, InterMedia (ICI), Cisco, Nortel.
- Accomplishments: Designing, developing, operating a leading internetwork for a Fortune 500 company; including the design and engineering of First American's internet gateway infrastructure, FANB.COM. Implemented Voice over IP.
- Achievements: Design, development, and management of First American's four hundred node internetwork using Cisco, Bay Networks, and Nortel Network's solutions with 8,000+ network devices. Design and engineering of nine company acquisitions into First American's internetworking environment. Seasoned experience with linkage of technology to business goals. Negotiated multiple equipment and services contracts yielding \$685,000 plus annual savings.

**1977 - 1993 IBM Corporation Tulsa, Oklahoma  
Network Systems Engineer/Consultant– Marketing Division**

- My responsibilities were: Both pre-sales and post-sales consulting, engineering, & marketing of IBM communication networking products including SNA hardware/software, TCP/IP hardware/software, voice networking hardware/software, and network management systems, to Fortune 500 companies. Individual and team responsibilities for major accounts. Area consultant for client/server computing, internetworking and network services for Oklahoma and Arkansas. Progressive advancement from Customer Engineer through Advanced Systems Engineer.
- My awards were: IBM Outstanding Student, Systems Engineering Symposium  
Cisco Networkers Conference 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1998, 1996, 1995, 1994  
MPLS Traffic Engineering & Other Features (MPLST) 2007  
Juniper Networks J-Tech Forum 2008, 2007  
Advanced Cisco Campus Switching (ACCS) 2001  
Supercomm 2000  
Lucent Solutions 2000  
Cisco OSPF Design & Configuration (OSPF) 1999  
Cisco Voice Networking Course (CVoice) 1999  
Cisco CIO Summit 1998  
Cisco Internetworking Troubleshooting (CIT) 1998  
Cisco Internetworking Design (CID) 1998  
Bay Networks Ethernet Switching 1997  
Masters Executive Conference 1998, 1996, 1995  
Sprint Charity Golf Classic 1996  
Advanced Cisco Router Configuration (ACRC) 1996  
BCR PBX Conference 1996

**Education**

Introduction to Cisco Router Configuration (ICRC) 1995  
SynOptics 3000/2700 Installation/Configuration 1994 / InterOp 1993

**1997 - 1998     Vanderbilt University/American Banking Association**  
Graduate, Banking Operations & Technology Program. Owen School of Management

**1977 - 1993     Technical & business education from IBM**  
Graduate of IBM Harvard Financial Management class 1990  
Graduate of IBM President's Class 1989  
IBM Outstanding Student 1977 (out of 45 students)  
Equivalent and beyond masters in Computer Science from IBM Corporation  
including, over 300 hours financial, management training from Harvard, Wharton  
School's of Business. Over 500 hours of professional and leadership training. Over  
4,000 hours of IBM technical systems and IBM SNA software training with a  
networking emphasis including ROLM, N.E.T, MCI.

**1974 - 1977     Tulsa Junior College                             Tulsa, Oklahoma**  
Degree in Electronics Technology, IEEE scholarship recipient, Southwest Tulsan's  
scholarship recipient.

**Senior Internetworking Architect/Consultant**

**Qualification  
Summary**

- 20+ years of LAN/WAN internetworking experience with design, engineering,  
marketing and business management disciplines in Fortune 500 companies.

**Accreditation's**

- Cisco Press Author: Next-Generation Network Services, ISBN 1587051591  
November 2005

**Technology Mastery**

Internetworking product experience with Cisco Systems routers, switches, hubs, access  
servers, firewalls, software; Bay Networks switches, hubs. Product types: Cisco 12000,  
7600, 3800, 2800, 1800, 3550, 3750, 7500, 7400, 7200, 4700, 4500, 4000, 3600, 2600,  
2500, 2900, 3550, 4000, 5000, 5500, 6000, 6500, 8500, AS5200, Cisco BPX 8650,  
MGX 8850, PIX Firewall, Local Director. Bay Networks 2700, 3000, 5000, Centillion.  
Nortel Networks 6400, PBX's. Internetwork protocols TCP/IP, IPX, SNA, DLSW,  
NETBIOS, PPP. MPLS VPN's, IPsec VPN's, Internetwork routing protocols; BGP,  
RIP, IGRP, EIGRP, OSPF. Internetworking technology; routing, switching, DLSW+,  
HDLC, Frame Relay, ISDN, ATM, Ethernet, Fast Ethernet, Gigabit Ethernet, Token  
Ring, SNMP, IBM3745, IBM NCP, VTAM, IBM Channel, DS0, DS1, DS3, OC3.  
Internetworking software applications; Cisco Internetwork Operating System (IOS),  
CiscoWorks, HP Openview, Bay Optivity.

Available on request

**References**

# Glenn Kittle

## Objective

Provide Project Management Leadership

## Employment

**Jan 2009 – Current                      AT&T                      Nashville, Tennessee**

### Senior Project Manager

- Responsibilities: Responsible for the overall Project Management function provided to K12 Districts, and State of Tennessee agencies under the NetTN Agreement. Manage the work assignments of other AT&T Project Managers assigned to the State of Tennessee. Responsible for the overall Implementation scope provided under the NetTN agreement.
- Accomplishments  
Improved the SLA performance metrics to 97%.  
Implemented a NetTN Managed Internet Solution for the following K-12 Districts:  
Franklin County Schools  
Williamson County Schools  
Moore County Schools  
Robertson County Schools

**Sept 1998 – Dec 2008                      AT&T                      Nashville, Tennessee**

### Account Manager

- Responsibilities: Responsible for selling the AT&T portfolio to the National Healthcare market.
- Accomplishments  
Awarded the highest Sales Award, Pinnacle for 4 successive years

**Dec 1988 – Aug 1998                      Tennessee Farm Bureau                      Columbia, Tennessee**

### Director of Administrative Services

- Responsibilities: Responsible for Voice and Data Services Network serving the 95 counties of the State of Tennessee.
- Accomplishments  
Implemented the largest to date 800 network serving an Insurance Company  
Reduced operational costs by 50%.

**Aug 1983 – Nov 1988                      Honeywell, Inc.                      Nashville, Tennessee**

### Sales Engineer

- Responsibilities: Responsible for selling the Honeywell portfolio to the Tennessee Industrial Manufactures
- Accomplishments:  
Awarded the Top Hat Sales achievement award for 2 consecutive years.

**Education**

**1978 - 1982    Southern PolyTech**  
BS Industrial Engineering

**Marietta, Georgia**



**BRIAN L. FERGUSON, PMP**

**PROJECT MANAGEMENT**

**Senior Project Manager, 2001 to present**

**AT&T Worldwide Project Management (formerly SBC DataComm)**

Traditional Project Management of data, voice, and video CPE as a professional for fee service.

Project Experience includes:

- State of Tennessee  
Project management of Network Migration of 1800 sites from EDS MRS to AT&T MRS. Life Cycle Management of 450 router upgrades, 450 modem replacements, 12 K12 school district upgrades, and 1100 MACD orders.
- Best Buy Enterprise Services, Inc.  
Retail Stores IP Communications Existing Store Migration:  
Project management of IP Telephony migrations of 292 Avaya, Isoetec, and Nortel PBX's.  
NSO IP Communications:  
Project management of IP Telephony installations at 109 new store openings.
- Meriter Hospital Cisco AVVID:  
Project management of 2500 user IP Telephony network deployment. Implementation included the upgrade of the LAN, conversion to IP Telephony, IPCC Express, and Cistera Rapid Broadcast.
- State of Wisconsin MPLS Converged Data and Video Network:  
Lead a team of 12 SBC DataComm managers to procure, warehouse, stage, ship, install, test, and initialize ongoing maintenance for over 1100 data and video sites for the State of Wisconsin BadgerNet Converged Network. An SBC DataComm 11.3M, 20 month, implementation as a partner of the Wisconsin BadgerNet Access Alliance between SBC, CenturyTel, Verizon, Access Wisconsin, and Norlight Communications.

**Project Management Team Lead - Wisconsin, 1999 to 2001**

**SBC DataComm (formerly Ameritech Advanced Data Services)**

Manage team of four Project Managers and one Project Administrator. Provide leadership and expert support to team members to facilitate Wide and Local Area Network project implementations.

Project Experience includes:

- TruServ Corporation Cisco Upgrade:  
Project lead of 1.9M upgrade to TruServ's existing Cisco LAN/WAN network equipment at their World Headquarters, their 12 Regional Distribution Centers, their Retail Systems Group, and their two Paint Manufacturing Facilities. Completed project in three months
- Northwestern Mutual Life Insurance Company Network Office Server



## AT&T Business Solutions

### Replacement:

Project lead of the staging and installation of 99 network access servers throughout the US utilizing a 3<sup>rd</sup> party vendor. Achieved 100% on time installation performance.

- **Anchor Bank Cisco AVVID:**  
Project lead of 500 user IP Telephony network deployment. Implementation included Unity voice mail integration with an existing Nortel Meridian Option 61 PBX and Cisco Alternate Automatic Routing of calls via the PSTN to maintain minimum WAN bandwidth for data applications.
- **Kaukauna Area School District Cisco AVVID:**  
Project lead of 250 user IP Telephony network deployment. Implementation included the upgrade of the LAN at eight sites and the conversion to IP Telephony at six sites.
- **Foley and Lardner Cisco AVVID:**  
Project lead of 300 user IP Telephony/Unified Messaging network deployment. Implementation required the relocation and consolidation of users from two buildings to a third utilizing temporary floor and server space followed by the relocation of the network once the permanent floors and data center construction were completed.
- **Oconomowoc Area School District Cisco AVVID:**  
Project lead of 450 user IP Telephony network deployment. Implementation included the upgrade of both LAN and WAN infrastructure for the district.
- **U.S. Bancorp NBO Consolidation:**  
Project lead eleven-member team to assess and audit all servers, data networking equipment, and circuits of a large data operations center. Project completed in less than five weeks exceeding the customer's expectations.

### Project Manager, 1993 to 1999

#### **Ameritech Advanced Data Services**

Project Management of large-scale broadband data network projects of major complexity consisting of SONET, Frame Relay, ISDN, Packet, and Channel Extension facilities and Cisco, Nortel, Motorola, Adtran, Kentrox, GDC, and Network Systems equipment.

#### Project Experience includes:

- **SE LATA Frame Relay Switch Relocation:**  
Managed the relocation of BNS2000 frame relay switch from Brookfield Wisconsin to Milwaukee Wisconsin while maintaining uninterrupted frame relay service for 300 customers.
- **State Of Wisconsin Frame Relay Network:**  
Implementation of 700-node inter-LATA frame relay WAN. Network constructed of multiple frame relay switches interconnected via dedicated DS3 backbone facilities, DS1 head-ends and DS1 or DS0



## AT&T Business Solutions

remote facilities. Included management of multiple State Agencies and co-contractor of State's Consolidated Data Network.

- Allegiance (formerly Baxter) Healthcare SONET Network:  
Design, procurement, installation, and cut-over of 10 node SONET OC3 private WAN supporting data, video, and voice communications via 45MB HSSI backbone and 100+ DS1 circuits between three campuses, two IXC's, and three ILEC central offices.
- M&I Data Services WAN Projects:  
Managed the implementation of multiple M&I client bank frame relay networks including Indiana Federal Bank, Independent Bank Inc., Ozaukee Bank, First Banking Center, First Bank of Oak Park, Pinnacle Bank, and TriCity National Bank totaling 100 nodes. Included the integration of Cisco and Bay routers and hubs, Adtran TA's, Kentrox and GDC CSU/DSU's. Protocols supported included IP, IPX, SNA, and SDLC. Maintenance support included SNMP management of routers and hubs.
- Covenant Healthcare LAN Switch Project:  
Implementation of upgrade to existing 10MB flat LAN to 10/100MB Switched network. Installation, configuration, and cut-over of 58 Cisco switches utilizing a Cisco 7507 router and two Catalyst 5500 core switches with 100MB fiber down links to 14 Catalyst 3000 switches with 100MB down links to 41 Catalyst 1700 switches.
- Household International and M&I Data Services Channel Extension Projects:  
Design, procurement, installation, and cutover of 90MB channel extensions and SONET OC3 facilities between data and storage centers.
- WICOR (formerly Wisconsin Gas Company) WAN Project:  
Upgrade of backbone and core routers to Cisco 7500 platforms with ESCON host and FDDI server interfaces. Utilized 45MB HSSI backbone interfaces via SONET OC3 between three major sites and Channelized T1 inter-LATA facilities for 256K dedicated lines to 14 district office 2500 routers throughout the state.
- Green Bay Area School District WAN Project:  
Installation of 33 Cisco routers, PIX firewall, three ISDN PRI and 34 ISDN BRI facilities. Required the reconfiguration of existing ISDN Custom Centrex BRI's from 2B+D CSV to National Centrex 2B CSD and the concurrent migration of ISDN voice stations to analog. Completed installation and cut-over in eight weeks.
- eFunds (formerly Deluxe Electronic Payment Systems) Managed Automated Teller Service (MATS) Project:  
Design, procurement, installation, and cut-over of 100+ ATM network to Ameritech MATS. Development of network design utilizing X.25 and X.75 Public Packet Network, ISDN 0B+D BRI facilities, and Motorola Vanguard 6560 host and 652 terminal access PADS. Installation of packet and ISDN facilities, host and remote terminal



## AT&T Business Solutions

adapters, and HP OpenView management platform to support SNMP monitoring for maintenance service. Managed Motorola as 3<sup>rd</sup> party vendor.

### BACKGROUND

#### **Digital Transport Engineer Ameritech - Network Planning and Engineering (NP&E), 1992 to 1993**

Design system level installations of Asynchronous and SONET digital transport equipment for Central Office Wire Centers and Remote Hubs. Estimate, track, approve payment, and report capital expenditures. Request bidding of equipment vendors and installation contractors, coordinate purchase, delivery, installation, turn-up, and acceptance testing.

#### **Central Office Technician – Wisconsin Bell, Inc. - Facility Maintenance and Administration Center (FMAC), 1986 to 1992**

Provisioning, testing, surveillance, and maintenance of High Capacity Digital Services and Inter-Office Digital Transport Facilities: 1.544MB - 1.2GB. Coordinate the efforts of inside and outside carrier forces, Inter-Exchange Carriers, and Customers for the installation, maintenance, and repair of same.

### CERTIFICATIONS

**Project Management Professional, 2000 to present**  
Project Management Institute, Certification Number 22986

### AFFILIATIONS

Member, Project Management Institute

### EDUCATION

**Milwaukee School Of Engineering**  
**BS in Electrical Engineering Technology, 1991, Honors**

**AAS in Computer Engineering Technology, 1986, High Honors**

#### **Specialized Training**

TRA - Frame Relay – SMDS, LAN Internetworking, SONET/ATM, Broadband Technologies; Bellcore – National ISDN; Cisco Systems – ICRC; ADC Kentrox - CSU/DSU Certification; Nortel Networks (Bay) - Operations Network Management, LAN Protocol Implementation, WAN Protocol Implementation, Advanced IP Routing; ExecuTrain - MS Project 4.0; Motorola/Sync Research - FRAD Overview; CBS - Project Management, Process Training, Remedy Training; Global Knowledge (ARG) - TCP/IP Internetworking; International Institute for Learning – Project Mgmt. Certificate Program; CIPT – Cisco IP Telephony

### COMPUTER SKILLS

Proficient in the use of Microsoft XP, Office, Visio, Access, Project.

**Charles A. Tillman (Chuck)**  
**6055 Primacy Parkway**  
**Memphis, TN. 38119**

**Phone: 901-761-6422**

**Email: ct3646@att.com**

**SUMMARY OF  
QUALIFICATIONS:**

Thirty four years experience in the Telecommunications Industry. Eighteen years as a residential, PBX and Key System technician. Eight years experience managing installation and repair of complex voice CPE solutions. Eight years in service management and outsourcing support. Excellent communication and analytical skills.

**Employment History:**

**01/2009 - Present**

AT&T – Memphis, TN.

**Operations Manager – K12 Operations Support**

Manage day to day operations for K12 sites that are on the Net TN state managed service contract. Prepare weekly reports for service meetings. Escalate service issues for the K12 community. Manage services such as MRS, Email, etc for k12.

**11/2004 – 12/2008**

AT&T - Memphis, TN.

Service Executive

Assist customers with service escalations including all SBC/AT&T product offerings. Coordinate repairs on a 7X24 basis. Coordinate and escalate billing and collection issues for assigned accounts. Work with provisioning to assist in installation and completion of new services. Conduct monthly stewardship meeting with customers concerning repair reports and billing issues.

**09/2004 – 10/2004**

SBC – Southwest, Little Rock, AR.

Manager- Engineer Design

Design placement of outside facilities.

**05/1997 – 09/2004**

SBC DataComm, North Little Rock, AR.

Field Service Manager

Managed a crew of 14 technicians, 3 customer service representatives and 1 installation coordinator. Managed the installation, repair and MAC activity of Nortel PBX's in Arkansas and Southwest Missouri. Also included were Norstar and Lucent/Avaya key systems.

**01/1995 – 04/1997**

Southwestern Bell Telecom, Memphis, TN.

Customer Service Technician

Installation, repair and MAC activity on Nortel and Octel products.

**07/1984 – 01/1995**

GTE Customer Networks, Memphis, TN.

Senior Technician

Installation, repair and MAC activity on Nortel products. Also served as job leader and in-charge tech.

**10/1982 – 06/1984**

Northern Telecom, Inc., Memphis, TN.

Technician

Installation, repair and MAC activity on Nortel PBXs.

**01/1981 – 12/1981**

GTE of the Southwest, Littlefield, TX.

I&R Technician

Residential and Business I&R

**01/1979 – 01/1981 & 12/1981 – 10/1982**

Millington Telephone Co. Inc., Millington, TN.

I&R Technician

Residential I&R

**Education:****Munford High School, Munford, TN.**

Valedictorian

**Professional Certifications and Training:**

Nortel- SL-1 I&M, SL-M I&M, Norstar and StarTalk I&M, Meridian Max, Meridian IVR, Meridian Core 3C Expert, Meridian CCR and Link, BARS programming. Octel-Overture 250

# Kaye P. Lewis

## Summary of Qualifications

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Project Mgmt /Operations Support for K12 and State of TN account processing orders from receipt to completion. Initiating and validating billing for same. Network consists of over 1800 customers.

30+ years experience in all aspects of Network (COE/PICS/DCPR and OSP) organizations. Extensive knowledge of financial and investment databases, as well as the budget impact.

Detailed knowledge of CFAS and impact on all interfacing and feeding networks.

Strong analytical, leadership and communication skills.

Supervisor Skills

Strong Microsoft Office Experience

Six Sigma Yellow Belt Certification

## Work Experience

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2009 – Present

AT&T

Nashville, TN

### Project Manager IT

- Project Management - Interact with multiple internal AT&T groups such as Customer Care, Managed Router Services, Network and Customer to track orders from receipt to billing once test and turn-up is completed with Customer.
- MACD Mgr for State of TN account. Process and distribute all orders that are received from Customers Database as well as from Sales Team. Initiate all billing for Managed Services in GPS database. Back-up Project Mgr for scheduling installation of these orders. Maintain State of TN Remedy Database daily with status of all open orders.
- Create various reports for both internal and external customers from GPS database in regards to inventory, and billing. Perform review of Customer billing each month to reconcile any discrepancies. Act as local GPS SME for LCM Team providing training for them as well as other AT&T Silos.

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2007 – 2008

AT&T

Nashville, TN

### Manager – Quality/M&P/Process

- Work as Project Leader for various Compliance Issues, such as ACTERR file clean-up, Past Due 257X Retirements not completed and other database corrections. These included working with DLEC's, PPRM, District and Regional Staffs. Worked with Reuse group to clear errors they had been encountering for some time.
- Acted as BCM/CFAS SME for OSP organization. Provided training for various groups.
- Wrote various Discover reports used by Districts and fellow Compliance Team members to perform Compliance reviews. Also wrote reports for other organizations to use for inventory and financial correction purposes. Reviewed time reports for 9 state C&E organization, identifying and correcting errors with Finance

## Kaye P. Lewis

2003 – 2007

Bellsouth

Nashville, TN

### Manager - Executive Support

- Responsible for identifying and correcting numerous Financial/Investment impacting errors for North Network Organization. This included working with PPRM, Cap. Mgmt, OSP Districts and Staff, Finance and MTR. Acted as BCM and Discover SME for TN, KY and NC Cap. Mgmt and OSP groups.
- Acted as Network Project Manager for State of Tennessee Account (TNII) working with OSP field installation, BBS and BCS organizations as well as contractors/vendors. Performed all aspects of this project from ordering equipment, tracking inventory, scheduling installations and removals as well as Team Lead. Created several new processes for use by Network and BCS with supply vendors to streamline time lines. My work on this account resulted in a "Presidential Award" nomination and award.
- Worked as Project Manager for Advalorem Clean-up in TN, working with PPRM, OSP, CLLI Coordinators and PICS. Worked with web designers to create webpage used to eliminate manual process for \$75.5M in corrections. This resulted in over \$14M in retirements which equated to \$1.4M in depreciation savings.

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1999-2002

Bellsouth

Nashville, TN

### Budget Resource Manager

- Performed Budget Functions (Capital and Expense) for North Capacity Mgmt Group. Included performing monthly, as well as yearly, review of spend and projected spend by Business Plan Acted as PICS Control Coordinator, monitoring and approving daily all Plug-in requests during Budget shut down (3 months).
- Served as the TN Representative for the BCAS to BCM conversion. Worked with headquarters from design roll-out to implementation. Acted as SME for Capacity Mgmt as well as OSP during implementation and training.

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1998-1999

Bellsouth

Nashville, TN

### Manager – Switch Cap. Manager

- Monitored and ordered equipment for 5E Switches. Supervised clerical support group who supported Capacity Mgmt.

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1997-1998

Bellsouth

Nashville, TN

### Planner

- Worked as LSD&F coordinator. Acted as BCAS SME for Cap. Mgmt Organization. Clerical Support Supervisor for all Cap. Mgmt clerical force.

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1996-1997

Bellsouth

Nashville, TN

### Supervisor

- Acted as Supervisor for Cap. Mgmt clerical force responsible for supporting all areas of the Capacity Mgmt organization.

## Kaye P. Lewis

1979 -1996

Bellsouth

Nashville, TN

### Engineering Assistant/ Upgraded to Network Analysis Specialist

- Performed all functions of DCPR/PPRM group which included annuals, invoice review and payment, closure of authorities, reconciliation, and inventory database as well as STEP DLC.

1977 -1979

Bellsouth

Nashville, TN

### Engineering Clerk

- Performed clerical duties to support PPRM and Switch Cap. Mgmt.

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1976 -1977

Bellsouth

Nashville, TN

### Routine Clerk

- Performed clerical duties in Engineering Library and provided support to Circuit and Switch Engineers.

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## Education

1970 - 1976

Joelton High School

Joelton, TN

- High School Diploma

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## References

Scott E. Smith - Area Manager Capacity Mgmt Eng, 615-661-3745

Tony L. Johnson – AREA MGR OSP PLNG & ENG DESIGN - 615-214-4242

Rick Goldstein – Technical Sales Manager Southeast GEM – 615-401-4101

Bea Hutson - Sr. Project Manager – 620-585-2879



**Lisa Anne Flowers**

**PROJECT  
MANAGEMENT**

**Project Manager, 2010 to present**  
**AT&T Business Solutions**

Project management of data, voice, and video products and services on a professional for-fee service for K12 school districts, and State of Tennessee government agencies. Manage end-to-end project lifecycle, from pre-sales and project design to completion, ensuring compliance with PMP, Six Sigma, and CMMI methodology standards throughout process.

**Project Experience Includes:**

- Successfully managed complex voice, video and data installations involving numerous ILECs, CLECs and one-offs in the Government sector.

**STATE OF TENNESSEE** (100% of TIME is devoted to State of Tennessee)

- Project management of propriety network (NetTN) including Life-Cycle Management of 1800 sites. Responsibilities include order placement, coordination of network facilities, router and modem configurations, on-site installation of hardware and turn up of service to end user, system updates in numerous AT&T databases shared both internally and externally.
  - Managed migration of NetTN partners and agencies including State Department of Education: K-12, Private Colleges and Universities and The University of Tennessee, Libraries and Local Governments, Office of Information Resources, Tennessee Board of Regents as well as eHealth and Community Health Network.
  - Duties include 24 x 7 proactive monitoring of trouble tickets generated to provide escalation and closure to both complex and non-complex issues.
- Maintenance of SharePoint site with critical dates and changes occurring in order process.

**STATE OF OHIO/DEPARTMENT OF PUBLIC SAFETY**

- Project managed (SOH/DPS) State of Ohio Department of



AT&T Business Solutions

## **Lisa Anne Flowers**

Public Safety Life Cycle Management functions including MACD and upgrades for SOH/DPS/Deputy Registrar, Drivers Examination, and Titling & Public Safety. Responsibilities included end to end management for new sites.

### **INDUSTRY EXPERIENCE**

Twenty-two (22) years experience in Telecommunications Industry including \*Client Support Specialist, Customer Service Manager, \*Service Manager, \*Customer Project Mgr, \*Field Service Mgr, \*Sales Assurance Mgr, \*Account Executive, \*Project Manager

### **PRODUCT KNOWLEDGE**

AT&T ABN, OneNet, VTNS, Teleconferencing, Toll Free Advanced Features, Calling Card, Frame Relay (Local, Domestic & International), ATM, Private Line (Local, IntraState, InterState, International), MIS, MPLS, AVPN, EVPN, AVTS, ANIRA, BIS, IP Flex, Access-Local to International, Ethernet, Accu-Ring, Legacy T Local on ABN, OneNet, Legacy T Local Prime Products, Legacy S Business Lines, Trunks, T1 & Digital, Local Services, Centrex, Sonet, Legacy B Business Lines, Trunks, T1 & Digital, Local Services, Centrex, Metro Ethernet

### **CERTIFICATIONS**

Six Sigma Green Belt, August 2011  
IP Certified.

### **AFFILIATIONS**

Member, Project Management Institute

### **EDUCATION**

Ohio Dominican College, Columbus, OH  
Major: Business Administration  
Minors: Spanish and Fashion Merchandising

### **COMPUTER SKILLS**

Microsoft Office Professional Plus 2010 including: Microsoft Outlook, Microsoft Word, Microsoft Excel, Microsoft Power Point, Microsoft Access, Microsoft Visio, Microsoft Office Project

**James C Graves**  
2800 Century Parkway NE  
Atlanta, Georgia 30345  
404-486-5853 (O)  
678-429-7637 (M)

## **SUMMARY OF QUALIFICATIONS:**

Over 30 years experience in the Telecommunications Industry with a variety of executive leadership and general management positions in the fields of network outsourcing, technology management, and delivery of services to meet customers' needs

## **WORK EXPERIENCE:**

**2009 to Present**

**AT&T Atlanta, Georgia**  
Assistant Vice President-Lifecycle Management  
Global Customer Service

- Responsible for service delivery and support of all managed network and network-based security services to over 1800 State of Tennessee locations on the NetTN network
- Directs a Lifecycle management team of service professionals to design and maintain a private wide-area network using a variety of AT&T services to meet the requirements of the State of Tennessee and to insure that service levels and quality of service meet contractual commitments and customer expectations
- Responsible for service management support to 9 separate customer entities within the State of Tennessee account with unique support requirements
- Directs Lifecycle management teams supporting other large, complex AT&T customers that utilize a variety of products and services including IP telephony and various transport technologies

**2004 to 2009**

**AT&T, Atlanta, Georgia**  
Executive Director – Service Delivery and Operations  
Worldwide Customer Service

- Responsible for delivery of all managed network services to a large, multi-national account with over 1000 locations in North and South America, Europe, Middle East, Africa, and Asia-Pacific regions.

- Directs Lifecycle management team of service professionals deployed globally to insure service levels and quality of service provided to the global account meet contractual commitments and customer expectations.

**2000 to 2004**

**AT&T Solutions, Atlanta, Georgia**

General Manager

- Responsible for managing all components of service delivery and account support to a large network outsourcing account in North and South America
- Directed Lifecycle service delivery team and Add-on sales team to meet customer satisfaction and account profitability targets

**1991 to 2000**

**AT&T, Atlanta, Georgia**

Regional Operations Manager, Networked Computing Support

- Responsible for managing a work force of 170 management and technical employees to deliver installation and maintenance services on computer, data, and networking products to AT&T Affiliate customers in 35 US states

**1987 to 1991**

**AT&T, Atlanta, Georgia**

District Manager, AT&T Computer Systems Service Organization

- Managed a work force of 450 technical and management employees to install and maintain computer and data products in Southeast Region, generating \$48 million of revenue annually

**1984 to 1987**

**AT&T, Parsippany, New Jersey**

District Manager, AT&T Information Systems

- Developed strategic and tactical business and operational plans for AT&T Information Systems Services Division

**1982 to 1984**

**AT&T, Basking Ridge, New Jersey**

District Manager, AT&T General Departments

- Developed customer premises servicing operational plans to support AT&T's compliance with CI-II and Plan of Reorganization (Divestiture)

**1971 to 1982**

**Southern Bell Telephone Co., Atlanta, Georgia**

- Held a variety of line management and staff positions in Plant Department (telephone service installation and maintenance), Materials Management and Operator Services

**Education:**

Masters in Business Administration  
Georgia State University – 1971

Bachelor of Business Administration  
University of Georgia – 1970

**Executive  
Education:**

Executive Management Program  
Pennsylvania State University – 1987

AT&T Leadership Development Program – 1990

Managing Critical Resources  
University of Virginia - 1995

# Robert (Bobby) D. Smith

333 Commerce Street  
Nashville, TN 37201  
(615) 401-4293 Work  
(615) 516-9688 Mobile  
bobby.smith@comcast.net

## Summary of qualifications

23 years account management and technical sales experience in telecommunications industry.

## Education

**Trevecca Nazarene University** **Nashville, TN**  
B.S. Business Administration 1985

## Professional experience

**1/95 to present AT&T Corporation/BellSouth Business Systems** **Nashville, TN**

### **Technical Sales Consultant II /Sr Solutions Account Executive**

Responsible for new product/service introduction and SME for voice or data equipment solution area. Overlay solution selling responsibility. Duties include the design, configuring, pricing, negotiating, proposing and closing. I market, develop and maintain consultative relationships within the CIO/CEO level. Solution responsibilities includes Cisco, Nortel, Avaya, Aruba, 3Com, ShoreTel, collocation, hosting, security, wireless and call center products. Consistently exceeded yearly quota of \$5M to win Pinnacle Club honors. Some wins include: State of TN, Gaylord Entertainment, Erlanger Hospital, Methodist Healthcare, City of Nashville, Shelby County Government, Shelby County Board of Education, UT Knoxville, Lincoln Memorial University, Robert Orr/Sysco, others.

**6/91 to 12/94 Comdata Corporation** **Nashville, TN**

### **National Account Manager**

Marketed Motorola mobile voice and data solutions  
Increased account penetration from 3 to 34 National Accounts  
Increased module revenue from \$200K to over \$2.5M a year

**4/87 to 5/91 Nortel Networks** **Nashville, TN**

### **District Sales Manager**

Marketed Nortel DMS Central Office Software to Independent Operating Companies in the SE USA  
Conducted Fortune 100 end-user presentations (Delta Airlines, IBM, Motorola)  
Responsible for \$6M+ in sales revenue  
Honors Circle winner

**8/83 to 4/87 EFS, Inc** **TN/KS**

### **Midwest Regional Manager/ Inside Sales Representative**

Introduced service into new sales region  
Developed territory to support 3 sales people  
Extensive travel throughout the Midwestern US soliciting new business

## Interests and activities

Married, 2 sons. Enjoy golf, travel, coaching baseball, fishing and boating with my family.

# Charles David Ford

1090 Hamer Ct.  
Brentwood, TN 37027  
Telephone: 615-776-2936  
Email: David.Ford@Bellsouth.com

## Career Summary

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Senior marketing and operations executive experienced in sales and sales management, operations, product development, internal and external marketing communications and product support for worldwide branded Fortune 500 companies. Executive is results oriented, a creative /out of the box thinker, excellent communicator that quickly analyzes situations and determines multiple levels of action.

## Business Experience

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1998 **AT&T**

to

present **Team Lead, Government and Education, TN**

Responsible for leading a team to support the major metro accounts in Tennessee and protecting and growing a \$30M annual revenue base. Requires the introduction of cloud services, mobility and mobility applications, various AT&T wireline solutions as well as ensuring that cutovers and installation of new services are well coordinated and meet customer expectations. Top sales team in GE East in 2011.

### **Regional Marketing Manager/Sales Manager- BellSouth**

Was responsible for the introduction of long distance services for BellSouth Tennessee. Through concentrated efforts and training, Tennessee had the largest penetration of long distance services in the Southeast.

Assumed responsibility for Southeast Tennessee branch, which was at 40% of sales objective and team met 120% of sales objectives by the end of the year.

### **Area Vice President- Large Business, Midwest District, North**

Responsibility for managing the selling of telecommunication services and equipment, and maintaining customer revenues to a segment of customers located in Nashville and West Tennessee. The customer base represented over \$200M in annual revenue. Areas of focus included customer relationship management, training and development, coaching of Sales Managers, and evaluation of performance data to determine actions to achieve desired results.

Of major importance was the extension of the contract for State of Tennessee for 5 years which had been on the verge of being cancelled. Concluded largest Cisco Managed Services sale in BellSouth to Federal Express, and coordinated sales efforts for a major call center application to Union Planters Bank, which resulted in their selection as Call Center of the Year.

Other representative customers are Bridgestone/Firestone, International Paper, and First Tennessee Bank and Fred's.

#### **Area Vice President- Mid Markets**

In this role, I was responsible for sales to mid-market customers in a five state region. This was a start-up organization that required the hiring of 70+ sales people in 60 days, development of a training program that enabled sales reps to achieve sales goals quickly, and assistance in the retention of mid-market customers. The district achieved 160% of assigned sales quota, which was doubled in October, and 105% of the retention quota.

#### **Manager of Competitive Tactical Unit**

Responsibility for assisting account teams for Large Business in meeting the challenges of the new competitive market and assisting in the development of BellSouth's competitive strategy. This resulted in the development of training programs, specific strategies for unique market situations and influencing product marketing and sales operations in creating solutions.

#### **1987 MCI Telecommunications**

to Held various sales and marketing positions for worldwide telecommunications company  
1998

#### **Director of Marketing, MCI Prepaid**

Built marketing department for new strategic business unit. Created product lines, sales support materials, conducted market research, and determined strategic direction and focus for business unit that attained number one market position within two years. Unit was recognized for innovative products and services provided to the marketplace.

- Increased retail distribution outlets to over 35,000, number one in the industry
- Created retail support services including in-store servicing, point of purchase displays, and product promotions
- Increased distribution outlets by incorporating vending and ATM outlet programs
- Introduced industry's first point-of-sale activation products and received three patents
- Created interactive and international products that provided market differentiation
- Created internal sales support materials, training, and communications to assist sales efforts.

#### **Branch Director, East Tennessee**

Responsible for \$80M branch of MCI Business Services, including sales and service to businesses in Middle and East Tennessee

- Grew branch revenue by over 30%, exceeding revenue and contribution goals
- Maintained lowest customer churn in region and 3<sup>rd</sup> in the nation
- Attained highest level of term plan renewals in region, 5<sup>th</sup> in the nation
- Conducted joint customer planning session in United Kingdom for global customer

**Director, Account Executive Programs**

Develop programs; sales tools and communications to increase sales efforts of mid market account executives. Develop training and support tools for mid-market sales managers.

- Increased account executive sales by 28% in 9 months
- Increased account executives achieving quota by 20%

**Senior Manager, MCI Marketing Programs**

Responsible for launching new product and service offerings to field personnel. Developed competitive analysis and sales tools, conducted customer seminars, developed sales contests and migration strategies for acquisition customers.

- Developed support materials and training for 800 Portability strategy that increased market share by 2.5% and was most successful in MCI history
- Managed migration of Telecomm USA customers to MCI products and retaining over 90% of Telecomm USA base of customers
- Managed the launch of MCI Vision in Southeast, attaining number one in sales of the product

**District Manager, Kentucky, Louisiana, Tennessee**

Responsible for sales and service to business customers in three state region. Territory consisted of 7 sales offices and 145+ sales and service personnel

- Exceeded sales plan by 12%

**Branch Manager, Kentucky**

Responsible for sales and service to business customers in Kentucky

- Exceeded sales plan by 20%
- Number one branch in Southeast within three months
- Led Southeast in customer retention

**1986 Bell South Advanced Systems**

to **National Account Manager-Humana**

1987 Responsible for sales of products and services to all entities of Humana Corporation

- Signed three year agreement for support services
- Exceeded sales goal by 25%

**1977 ALLTEL Corporation**

to

1986 **Branch Manager, ALLTEL SYSTEMS**

Responsible for development of new sales and service branch of telecommunications equipment enterprise

- Grew revenue to over \$5M annually
- Developed staff to over 35+ to meet customer growth
- Developed operations staff that provided top level customer support

**Assistant Manager, ALLTEL Kentucky**

Responsible for customer service and sales of regulated services

- Responsible for project managing first digital central office in Kentucky and new headquarters location

**Education/Military**

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- Bachelor of Science, Marketing and Finance, University of Tennessee
- MBA, Marketing, University of Louisville
- Captain, United States Army, 101<sup>st</sup> Airborne Division
- Eagle Scout, God and Country Award Winner
- Member of 2003 Class of Leadership Nashville, 2007 Class Leadership Middle Tennessee
- Mission trips to Chita, Russia, Capetown, South Africa, and Rio de Janiero, Brazil

# Leslie Leigh Daniel

8717 Wandering Way  
Ooltewah, TN 37363

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Successful professional with over 15 years of experience in technology sales and management

## *Professional Experience*

AT&T – Chattanooga, Knoxville, Nashville, TN

2012-Present

- ♦ Serving as Sales Manager in Government & Education Division

AT&T – Chattanooga, Knoxville, Nashville, TN

2009-2012

- ♦ Served as Account Manager in Government & Education Division

InfoSystems, Inc. – Chattanooga, TN

2007-2009

- ♦ Served as Vice President of Sales & Marketing and UC Solutions Manager
- ♦ Developed business model and plan for new Unified Communication solutions practice
- ♦ Designed system configuration tools, job pricing, costing models and proposal materials for sales staff
- ♦ Created effective compensation plans to incent sales of new solutions
- ♦ Lead implementation project of an internal Unified Communications system for company use and demo purposes
- ♦ Maintained and managed strategic vendor relationships
- ♦ Evaluated product and service offerings and developed marketing strategies
- ♦ Promoted within 1 year to VP of Sales & Marketing
- ♦ Managed sales operations and staff of 25 in all markets including Chattanooga, Birmingham, Nashville, & Knoxville

Executone-TCOM – Chattanooga, TN & Birmingham, AL

2000-2007

- ♦ Served as Vice President of Sales & Marketing
- ♦ Managed sales and marketing operations based in Chattanooga, TN and Birmingham, AL
- ♦ Delivered consistent sales growth resulting in 80% increase and record sales for the company
- ♦ Exceeded obtainment of team goals year over year
- ♦ Directed staffing, training, support, and performance evaluation of sales team
- ♦ Recruited and retained top producing sales and marketing professionals
- ♦ Generated opportunities through networking and relationships
- ♦ Designed, configured, and proposed solutions with a consultative approach
- ♦ Analyzed market statistics to develop sales and marketing campaigns
- ♦ Prepared sales reports for management
- ♦ Set pricing strategies and positioning of products and services
- ♦ Reviewed technical configurations of systems
- ♦ Negotiated contracts in a B2B environment

- ♦ **Served as Account Executive**
- ♦ Exceeded quarterly and yearly quotas
- ♦ Increased market share through high close ratio
- ♦ Excelled in a complex sales environment
- ♦ Developed prospect lists and marketing strategies
- ♦ Performed product demonstrations and presentations
- ♦ Assembled and provided scope of work to operations
- ♦ Provided innovative solutions to customers to improve communications and solve business issues

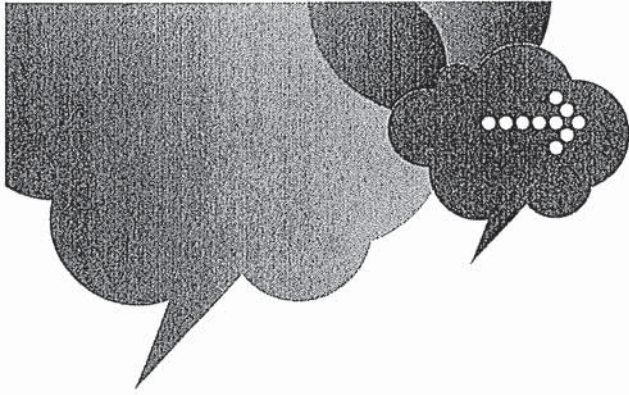
- ♦ **Served as Customer Service Manager**
- ♦ Supervised Customer Service Department including hiring and training representatives
- ♦ Structured training programs and performed education and training classes for customers
- ♦ Configured and sold system maintenance agreements
- ♦ Executed order entry, processed equipment purchases and maintained warehouse inventory
- ♦ Coordinated and project managed system installations
- ♦ Worked closely with other departments such as Operations and Sales and served as liaison
- ♦ Dispatched service calls and work orders and maintained efficiency reports
- ♦ Resolved customer complaints and tracked customer satisfaction
- ♦ Programmed systems and performed trouble shooting

### ***Accomplishments & Awards***

- ♦ AT&T RVP Innovation Award - June & August 2011
- ♦ Chattanooga Chamber of Commerce "Business Executive of the Year" 2002
- ♦ Executone "Outstanding Sales Management"
- ♦ Executone "Sales Person of the Year"
- ♦ Executone Sales "Rookie of the Year"
- ♦ Executone "Employee of the Year" 1995 and 1996

### ***Professional Training***

- ♦ Axiom "Science of Consultative Selling"
- ♦ Burton "Process of Selling" Course
- ♦ SPIN Selling Course
- ♦ Tennessee Business Development Center Business Executive Training Program
- ♦ Keystone Sales Skill Training
- ♦ ExcelTrain Sales Skills Program
- ♦ Fred Pryor Seminar "Best Customer Service"
- ♦ Fred Pryor Seminar "Coaching Skills for Managers and Supervisors"



# Jeannie Gustafson

Sales Center Vice President  
Alabama, Georgia & TN  
Government & Education

Jeannie Gustafson, Sales Center Vice President, is responsible for account management for all State and Local government customers, as well as K-12 and Colleges and Universities in Alabama, Georgia, and Tennessee. Ms. Gustafson assumed her current role in April 2007, and is now a part of the AT&T Business Solutions unit.

After teaching children with emotionally disorders, and managing a family business, Ms. Gustafson joined BellSouth in 1982 as an account manager. She spent the first 15 years in numerous sales capacities, managing national commercial customers, serving as a sales manager and ultimately leading the MidMarket Sales Center in 1997.

Ms. Gustafson left sales for operations in 1998 as Chief of Staff for Customer Care. She was instrumental in setting division business strategies, focused on the customer experience, streamlining business processes and developing supporting tools. She served in that capacity for 5 years, and later assumed a position in Sales Operations. Ms. Gustafson was involved in developing business processes for the launch of BellSouth Long Distance, training and development for technical sales positions, and she worked closely on the Customer Experience and improving performance on Customer Satisfaction results.

Ms. Gustafson returned to a sales leadership position in 2007 after the merger of Bellsouth with AT&T. Currently, Ms. Gustafson is responsible for

protecting and growing a \$535M revenue stream across Wireline and Wireless business. She is responsible for leading a team of 56 sales and technical professionals that provide a full range of data, voice, networking and wireless mobility solutions to this customer base. These solutions include the full range of AT&T products and services portfolio from basic transport, IP, managed services, hosting, consulting, public safety and full service outsourcing. In addition, Ms. Gustafson serves as the General Manager with responsibility for account management and operations for the State of Georgia outsourcing contract, valued at \$340M for the 5 year term.

A native of Florida, Ms. Gustafson holds a B.A. degree in Speech Pathology & Audiology from the University of Florida, and a MEd. in Behavioral Disorders, also from the University of Florida.



# MARK WILLIAM MOWERY

9936 Rainbow Drive • Knoxville, TN 37922

Cell: (865) 660-6600

Email: 1markmowery@gmail.com

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## SUMMARY

I am an award winning sales professional with a successful track record of account management, development and growth looking for the opportunity to use my talents in a dynamic / progressive organization. Strategic account growth has been achieved by managing complex sales processes in the business, health care and government sectors while exceeding sales and revenue objectives by up to 197%.

## KEY QUALIFICATIONS

- Strong leadership skills
- In depth understanding of solution-based and consultative sales strategies
- Experienced in account acquisition, management, and growth
- Outstanding knowledge of strategic business sales and account planning processes
- Skillful at identifying and understanding organizational dynamics
- Knowledgeable of territory management best practice
- Excellent communications skills
- Ability to build relationships with multiple decision makers / key influences

## PROFESSIONAL EXPERIENCE

### **AT&T SERVICES INC.,** Knoxville, TN 2010 – present

**Account Manager II Mobility-** Strategic mobility overlay working with five (5) Universal Account Managers in Tennessee. Responsible for key accounts such as State of Tennessee, Vanderbilt University, University of Tennessee, Middle Tennessee State University, East Tennessee State University, as well as K-12 and local city / county governments in middle and eastern Tennessee. Strong focus on working in a team environment to identify sales growth opportunities for mobility applications in the Government and Education sectors by using consultative sales strategies to achieve objectives.

### **WAZOO SPORTS, INC.,** London, KY 2008 - 2009

**Director of Football Operations / Affiliate Sales** Instrumental part of the senior management team that launched a high school broadcast network in Kentucky. Developed the Football Operations and Affiliate Sales program designed to provide content from high schools and small colleges for broadcast live on television and online.

- Successfully negotiated contracts with schools (high school and small college) in Kentucky, Tennessee, Illinois, New Jersey, Texas, and California for broadcast rights to sporting events
- Increased viewership by developing relationships with key decision makers at broadcast outlets (cable operators, television stations, and newspapers) to broadcast high profile events
- Negotiated agreement with Raycom Sports for SEC and ACC content for the Wazoo Sports Network in Kentucky

### **SOUTHEASTERN WASTE CONSULTANTS – KNOXVILLE, TN** 2006 – 2011

**Owner** Successfully launched a business venture partnering with businesses to reduce expenses in the area of waste disposal at the business facility.

- Closed multiple year contracts with Kroger - Southeast Region
- Negotiated and signed Wendy's Franchise in Eastern Tennessee and Southern California
- Identify and implement recycling programs at client locations

**U.S. CELLULAR - Knoxville, TN 2004 - 2006**

**Major Account Executive, East Tennessee** Increased revenues and created new voice and data business for this major wireless communications provider. I was the team leader of sales organization that coordinated sales, corporate RFP responses, and contract negotiation for Major and National Account clients.

- Successfully negotiated and signed contracts with Covenant Health, Public Building Authority for Knox County, the City of Knoxville, Knoxville Utilities Board, Anderson County, City of Alcoa, ETHRA, Massey Electric, and Dollywood which generated over \$730,000 in total annual revenues
- Earned numerous awards, including Highest Accessory Sales Revenue Award, Team Recognition Award, and Achievement Award for attaining 147% of vertical objectives
- Elected to represent Eastern Tennessee and Western North Carolina Business Sales Organization on the Business Leadership Sales Advisory Team summit in Chicago, IL.

**METROCALL WIRELESS - Knoxville, TN, 2002 - 2004**

**East Tennessee Sales Manager, Business Sales** Developed marketing strategies for the East Tennessee business sales team with a successful focus on increasing sales and eliminating costs. Evaluation of the existing sales organization was completed as well as development /implementation of sales excellence procedures.

- Generated a 17% increase in revenue and decreased customer churn by 12% in the first six months

**VERIZON WIRELESS (GTE Wireless), Louisville, KY / Nashville, Chattanooga, Tri-Cities, Knoxville, TN, 1989 - 2001**

**Associate Director of Business Sales / Manager of Major Accounts / Mid South Area Marketing – Business Sales / Major Accounts Manager / Business Sales Manager / Business Account Executive** Rapidly advanced in multiple areas (Sales, Marketing, Sales Management) with a proven record of business-to-business sales, major account management, marketing, and sales management achievements throughout tenure with this national wireless service provider.

- Six time National “Winner’s Circle Summit Annual Award” for Sales and Sales Management representing the top 10% of Sales Leadership team
- Won the GTE Wireless National Award - Highest number of new additions (Sales Management)
- Won the GTE Wireless Managerial Excellence Award (Sales Management)
- Won the Verizon Business Design and Right Sizing Team Award (Sales Operations)
- Won the Verizon Team Achievement Award/ Territory Design Development Team (Sales Operations)
- Won the Verizon Team Achievement Award Tennessee/Kentucky Sales Rally Team (Sales Operations)
- Won the GTE Wireless Major Account Manager of the Year for the Tennessee/Kentucky Region (Sales)
- Negotiated multiple major account contracts, resulting in 210% increase in data revenues (Sales Management)
- Developed Wireless National Account programs for UPS and Tennessee Valley Authority (Sales)
- Grew Tennessee Valley Authority account revenues by more than 178% year over year increase
- Led the Michigan / Indiana / Kentucky region in wireless data sales for 2 consecutive quarters
- Increased sales team productivity by 14% in Kentucky market (Sales Management)

**TRAINING & EDUCATION**

**TUSCULUM COLLEGE, Greeneville, TN - Bachelor of Science - Business Administration**

**Verizon Wireless / GTE Wireless – Senior Leadership Training – Nashville, TN**

**Verizon Wireless / GTE Wireless - Sales Management Training, - Norwalk, CT**

**Allergan Pharmaceutical - Sales Training, Phase 1-5 and Negotiation Training - Orange County, CA**

**IBM - Sales Training, - Atlanta, GA**



Sweetwater City Schools



## TAB III – COMPENSATION AND COST DATA

February 27, 2013

Leslie Daniel  
Sales Manager  
AT&T  
2 Union Sq  
Chattanooga, TN 37402  
Phone: (423) 903-4117  
ld9107@att.com

**Proposal Validity Period**—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2013 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website [www.usac.org/sl](http://www.usac.org/sl). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit [www.att.com/broadbandinfo](http://www.att.com/broadbandinfo).



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## Tab III -Compensation and Cost Data

Total points available for this E-Rate eligible cost/criterion are 25 points.

- Explain in detail your proposal for schedule and method of compensation (e.g. time & materials, fixed rate, progress/milestone payments, etc.).

### AT&T Response:

AT&T will bill for services as they are rendered for installation and equipment charges. Billing will occur for managed services on a monthly basis.



- Complete the following table to show your estimated annual price schedule during the term of the contract.
- Proposal Cost Work Sheet
- Address any licensing or maintenance costs.
- Include any additional lifecycle costs.
- Identify potential cost overrun risks associated with the execution of this contract and how your firm proposes mitigating those risks.

**AT&T Response:**

Reference SCS Attachment A

## Attachment A

**Category I****District with 10 sites****Managed Internet Access - Priority I Service**

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
2	T-1	12,600	12,600	12,600
2	10 MB	9,360	9,360	9,360
6	100 MB	36,000	36,000	36,000
Aggregated Egress	50 MB	29,940	29,940	29,940
Total Cost		87,900	87,900	87,900

**Pricing notes Category I**

- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.
- Price per site includes Managed Router
- Price per Site:  
T1=\$525.00 10M=\$390.00  
100M=\$500.00 1Gig=\$980.00



## Category II

## District with 10 sites

## CIPA Compliant Content Filtering

**NOTE: Content Filtering is not E-Rate Eligible. This charge needs to be cost allocated out per E-Rate Guidelines. Content Filtering pricing is based on the number of active, concurrent devices(computers) connected to the platform at any one-time. An engineering discussion during implementation will determine the number of active sessions required. Content Filtering will be priced at .25 cents per active session per month. The Managed Internet prices per site are the same.**

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
2	T-1	12,600	12,600	12,600
2	10 MB	9,360	9,360	9,360
6	100 MB	36,000	36,000	36,000
Aggregated Egress	50 MB	29,940	29,940	29,940
Total Cost		87,900	87,900	87,900

- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.

## Category III

## District with 80 sites

## Managed Internet Access - Priority I Service

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
5	T-1	31,500	31,500	31,500
10	10 MB	46,800	46,800	46,800
60	100 MB	360,000	360,000	360,000
3	1Gig	35,280	35,280	35,280
2	2 Gig	47,040	47,040	47,040
Aggregated Egress	200 MB	58,692	58,692	58,692
Total Cost		579,312	579,312	579,312

## Pricing notes Category III

- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.



- Price per site includes Managed Router
- Price per Site:  
T1=\$525.00 10M=\$390.00  
100M=\$500.00 1Gig=\$980.00

**Category IV****District with 80 sites****CIPA Compliant Content Filtering**

**NOTE: Content Filtering is not E-Rate Eligible. This charge needs to be cost allocated out per E-Rate Guidelines. Content Filtering pricing is based on the number of active, concurrent devices (computers) connected to the platform at any one-time. An engineering discussion during implementation will determine the number of active sessions required. Content Filtering will be priced at .25 cents per active session per month. The Managed Internet prices per site are the same.**

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
5	T-1	31,500	31,500	31,500
10	10 MB	46,800	46,800	46,800
60	100 MB	360,000	360,000	360,000
3	Gig	35,280	35,280	35,280
2	2 Gig	47,040	47,040	47,040
Aggregated Egress	200 MB	58,692	58,692	58,692
Total Cost		579,312	579,312	579,312

- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.

**Category V****District with 150 sites****Managed Internet Access - Priority I Service**

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
10	T-1	63,000	63,000	63,000
5	10 MB	23,400	23,400	23,400



120	100 MB	720,000	720,000	720,000
10	Gig	117,600	117,600	117,600
3	2 Gig	70,560	70,560	70,560
2	DSL	1,320	1,320	1,320
Aggregated Egress	350 MB*	114,000	114,000	114,000
Total Cost		1,109,880	1,109,880	1,109,880

## Pricing notes Category V and VI

- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.
- Price per site includes Managed Router
- Price per Site:  
T1=\$525.00 10M=\$390.00  
100M=\$500.00 1Gig=\$980.00
- \*Aggregated Egress was priced using a 450M Circuit.

## Category VI

## District with 150 sites

## CIPA Compliant Content Filtering

**NOTE: Content Filtering is not E-Rate Eligible. This charge needs to be cost allocated out per E-Rate Guidelines. Content Filtering pricing is based on the number of active, concurrent devices(computers) connected to the platform at any one-time. An engineering discussion during implementation will determine the number of active sessions required. Content Filtering will be priced at .25 cents per active session per month. The Managed Internet prices per site are the same.**

Number of Sites	Bandwidth	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
10	T-1	63,000	63,000	63,000
5	10 MB	23,400	23,400	23,400
120	100 MB	720,000	720,000	720,000
10	Gig	117,600	117,600	117,600
3	2 Gig	70,560	70,560	70,560
2	DSL	1,320	1,320	1,320
Aggregated Egress	350 MB*	114,000	114,200	114,200
Total Cost		1,109,880	1,109,880	1,109,880



- Net TN services will include an additional 2% admin fee billed on behalf of the State of Tennessee that is not E-Rate eligible.

**Category VII****E-Mail Hosting (per account)**

Number of Accounts	Cost 1st Year	Cost 2nd Year	Cost 3rd Year	
200	0	0	0	
1,000	0	0	0	
25,000	0	0	0	
100,000	0	0	0	

**Pricing Notes Category VII**

- Basic E-Mail is included with Managed Internet Access at no additional cost.

**Category VIII****Web Site Hosting (per site)**

Number of Accounts	Number of pages	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
1	25	\$336	\$336	\$336
1	75	\$336	\$336	\$336
1	250	\$336	\$336	\$336
1	2500	\$336	\$336	\$336

**Category IX****Managed VOIP (per site)**

Number of End User Devices	Type of Features	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
10 Admin	Standard	1,080	1,080	1,080
10 Admin	Enhanced	1,200	1,200	1,200
10 Admin	Premium	1,440	1,440	1,440
50 Classroom	Standard	5,400	5,400	5,400
50 Classroom	Enhanced	6,000	6,000	6,000



50 Classroom	Premium	7,200	7,200	7,200
<b>Telephony Lines (based on a 60 device site)</b>	<b>Number of lines/talk paths Per site</b>	<b>Cost 1st Year</b>	<b>Cost 2nd Year</b>	<b>Cost 3rd Year</b>
Analog	3	1,114.92	1,114.92	1,114.92
PRI	1	6,661.92	6,661.92	6,661.92
PBX Based service lines	6	2,229.84	2,229.84	2,229.84
SIP Trunk (60 devices)	3	405	405	405
PIN-Point 911 Services	Per DID*	2.16	2.16	2.16

## Pricing Notes Category IX

- o \*PinPoint services based on 1000DID's.

## Category X

## Managed Video Conferencing (per site cost)

Options	Number of Sites Participating	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
Option 1	3*	483.36	483.36	483.36
Option 2	10	483.36	483.36	483.36
Option 3	40	233.40	233.40	233.40
Option 4	150	186.72	186.72	186.72

## Pricing Notes Category X

- o \*Minimum of 10 ports is required.

## Category XI

## Firewall

Number of End Sites	Number of Sites Participating	Cost 1st Year	Cost 2nd Year	Cost 3rd Year
District Hosted Firewall	10	0	0	0
District Hosted Firewall	80	0	0	0
District Hosted Firewall	150	0	0	0
Hosted Firewall Service – per additional rule set		0	0	0
LEA Hosted Firewall Integration Service	Set up Fee	*	*	*

## Pricing Notes Category XI

- o Network Based Firewall is included with Managed Internet Egress
- o \*Integration of existing LEA Firewall may require AT&T Consulting Services for complex environments. The rate for consulting is \$192.00 per hour.



Total points available for this non-E-Rate eligible cost/criterion are 5 points.

**AT&T Response:****Managed VoIP (per site)**

Cost per End User Devices	Make & Model	Cost
1 Admin	IP331	\$74.50
10 Admin	IP331	\$74.50
100 Admin	IP331	\$74.50
500 Admin	IP331	\$74.50
1 Classroom	IP321	\$59.50
25 Classroom	IP321	\$59.50
100 Classroom	IP321	\$59.50
500 Classroom	IP321	\$59.50



Sweetwater City Schools



## TAB IV - CAPACITY AND ABILITY TO MEET SCHEDULING REQUIREMENTS

February 27, 2013

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**Proposal Validity Period**—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2013 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website [www.usac.org/sld](http://www.usac.org/sld). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit [www.att.com/broadbandinfo](http://www.att.com/broadbandinfo).



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## Tab IV - Capacity and Ability to Meet Scheduling Requirements

Total points available for this criterion are 10 points.

- What is your understanding of the delivery requirements for this contract?

### **AT&T Response:**

AT&T is aware that Sweetwater Schools will want the desired services installed and fully functional by July 1, 2013. Typically we target to have all services installed one week prior to July 1 so adequate testing can occur. We will utilize all the resources necessary to meet your desired due date.

- Describe in detail how your firm is structured to ensure timely delivery of these services/products.

### **AT&T Response:**

AT&T has a dedicated team associated with the management of NetTN. The Life Cycle Management (LCM) team ensures that the network is always providing the level of service that the State of Tennessee expects. The LCM Engineering staff monitors traffic on all key facets of the backbone to ensure that AT&T is able to meet the Service Level Agreements required by State contract, and ensures that sufficient capacity is available. Network capacity is a critically monitored element of NetTN, and AT&T is committed to executing any core upgrades necessary if capacity measurements reach certain sustainable thresholds.

A significant advantage of working with AT&T is that we have a highly skilled technical force and the equipment and manpower to meet any need that may arise. A clear example of this was during the 2010 May flood in Nashville. AT&T was able to pull from forces in other states to meet the needs in Middle Tennessee. AT&T has Central Offices on trailers that can be sent to any place in the country in the event a major disaster occurs. And we practice this constantly, so we are prepared, and are not dependent on others, to address any situation that may occur.

Sweetwater Schools can also rest assured that the NetTN network has been built with redundancies for all significant parts of the network. The two primary nodes, Nashville and Knoxville have the same architecture and services can failover with no impact on



customers. We have built a network that can grow as our customers grow and can provide service at the highest level.

As mentioned previously your assigned Project Manager has access to senior leaders of AT&T to ensure we have the resources necessary to meet your timeframes and execute service delivery. Our Project Management Team is aligned with the following functional organizations within AT&T to ensure timely and flawless execution:

- Service Delivery and Operations
  - AT&T Labs and Technology Directors
  - AT&T Customer Care and National E-Rate Center of Excellence
  - AT&T Product Management and Marketing Organization
  - AT&T Vendor Management and Access Management
  - AT&T Service Management and Sales
  - AT&T NetTN Life Cycle and Engineering Team
- What delivery concerns do you have in performing this contract?

**AT&T Response:**

***AT&T has no delivery concerns in support of this contract.***

The installation of your service will be of paramount importance to everyone at AT&T. Upon notification that AT&T has been selected the resources necessary will begin work on making this a successful installation. We will submit Service Inquiries for all school locations and our engineering and outside plant staff are prepared to begin as soon as orders are in the system.

The typical installation period for Metro Ethernet type circuits is 90 days, providing there is no Special Construction required and that conduit, backboard, rack and power have been provided at each site. Assuming that is the case, the Project Manager will create a spreadsheet for review by all parties depicting the services to be provided, the expected circuit delivery and expected cutover dates. On a weekly basis the Project manager will review the status of all circuits with Sweetwater Schools and denote all jeopardy circuits.



Should we see that any circuit cannot be installed by June 30, we will attempt to install temporary services to ensure connectivity is available on July 1 at all locations.

AT&T will work with Sweetwater personnel to ensure desired Content Filtering policies established, and proper firewall rule sets are configured properly.

Our Project Manager will be supported by team leads from construction, engineering, and installation. He/she will have the authority to seek quick solutions to any mitigating circumstances and can escalate as necessary. The Project Manager will ensure that all parties that support Sweetwater Schools are kept abreast of the entire installation. The K-12 Operations Manager will monitor the progress and make sure that your BusinessDirect access for your staff is available as circuits are turned up. This Operations Manager is a customer-focused employee that pays attention to detail, is a strong customer advocate, and ensures that K-12 customers are given the highest level of service.

- How does your firm propose mitigating these concerns?

**AT&T Response:**

As noted, AT&T has no delivery concerns.

**AT&T Clarification:** AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer and/or any contractor or subcontractor employed by Customer, manufacturer (to include Equipment which may be on “back order”) or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify Customer of any Equipment that would be on a “back order” status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract.

IV.a. Describe in detail your plans for the network connectivity needed for this proposal and the time frame in which to do it.

**AT&T Response:**

AT&T proposes the NetTN Wide-Area-Network to be utilized as the infrastructure for Sweetwater City Schools Managed Internet Access solution. NetTN is based on a private core network, built to meet the communication requirements for any qualifying public



entity within the State of Tennessee. This infrastructure is the basis for all future services over the Internet and collaborative computing initiatives for the next several years within the State of Tennessee. The infrastructure is the enabler for building an application-aware network to link locations and efficiently transmit applications such as voice, data, and video over a single connection. Access options to connect to the network include Dedicated Private Line, Ethernet, Wireless, and xDSL (where available).

The paramount features of the NetTN network effort are security, availability and reliability. The physical NetTN core backbone network is designed to eliminate a single point of failure from isolating key network points, and minimize increases in network latency in failure scenarios. All main core backbone links between the key points are 10 Gigabit Ethernet circuits. The design has been arranged so that a failed core link will not result in excessive latency across a surviving core link. The NetTN Core backbone is scalable to 40 Gigabit services, and as end site bandwidth is ordered and aggregated, will be managed to the applicable SLAs.

AT&T, (the Local Exchange Carrier in Tennessee) in conjunction with the Independent Local Exchange Companies, cable providers and Electric Co-op's, provides the technologies from a last mile perspective listed under the NetTN products and services page. The service offerings incorporate a universal pricing structure across the state to ensure that rural areas may participate fully in the development of electronic government services, extended education presence and information access.

Successful implementation of the required services requires governance and planning as outlined below:

**Project Scope Statement:** AT&T agrees to be responsible for a "Managed Internet Access" solution which includes the design, delivery and installation of all the necessary bandwidth, network hardware and software systems, to supply the Sweetwater City School District and other K-12 public schools of Tennessee which have executed a cooperative agreement based on TCA Title 12, Chapter 3, Part 10 with Internet Access and Managed Internet services, including management of electronic mail services, security, network management. It is the intent of this Managed service offering to provide a technical infrastructure for Tennessee educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications and support services.

**Project Implementation Summary:** AT&T will utilize Project Management "Best Practices" to implement the "Managed Internet Access" solution for the Sweetwater City School District. These industry standards will permit AT&T to complete the scope of services with minimal interruptions to the day to day operations of the School District.



The utilization of these standards will also allow AT&T to meet the E-Rate funding deadlines. These standards have been incorporated in the "Project Work Plan".

**Project Deliverable:** Managed Internet Access as defined in RFP Number: Internet-13-1

**Objectives:** In order for the Schools to be ready for the E-Rate year beginning July 1, 2013, the complete "Managed Internet Access" solution must be available by June 30<sup>th</sup> 2013.

- To ensure minimal impact to the Schools operations, site turn up will be closely coordinated with the Schools project team.
- A clear and concise summary will be provided by the project manager within 24 hours after each weekly status meeting.

**Commitments:** AT&T will utilize Project Management "Best Practices" to minimize interruptions to the Schools and minimize the installation interval.

- AT&T will assign a dedicated Project Manager to be responsible for the successful Project Implementation.
- The AT&T Project Manager will conduct weekly "status" calls to ensure communications are timely and the project remains on schedule.
- The AT&T Project Manager will be the single point of contact for escalations to ensure any project jeopardy situations are quickly resolved.
- AT&T will provide an "Executive escalation process" to the Sweetwater City School District to enable them to escalate any situation in which they require Executive involvement.

**School and LEA Roles/Responsibilities include:**

- Contract completion.
- Site Readiness to determine requirements for preparation to receive the service.
- Informing local contacts (Principals) of pending work.
- Providing access at schools when needed.
- Attendance of the Weekly Status conference call.



## AT&T's Response to Tab IV – Capacity and Ability to Meet Scheduling Requirements

### Schedule Milestones:

High-Level Milestones	Planned Date
Project Start / Project Kickoff Date	March 8 <sup>th</sup> 2013
First Order Issued	March 15 <sup>th</sup> 2013
Last Order Issued	March 22 <sup>nd</sup> 2013
First Order Completed	June 3 <sup>rd</sup> 2013
Last Order Completed	June 30 <sup>th</sup> 2013
Customer Name Acceptance / Project End Date	June 30 <sup>th</sup> 2013
Transition to Lifecycle	June 30 <sup>th</sup> 2013

IV.b. Describe in detail the capacity your company has in the three categories of service as listed in the title of the RFP.

### AT&T Response:

AT&T serves millions of customers around the world, including global, national, Mid-size, regional, and government customers. Currently AT&T provides service for all of the Standard & Poor's (S&P) 500 companies and all of the Fortune 1000 companies.

The Southeast Region of AT&T (formerly BellSouth) serves more than 44-million customers in the United States and 16 other countries with the following makeup.

- Large Business- 16,000 customers, 2.8 million retail lines
- Small Business- 1 million customers, 3.5 million lines
- Consumer 14.2 million customers, 16.6 million retail lines
- Interconnection Services: Markets wholesale services to interexchange carriers, CLECs, resellers, payphone service providers, wireless service providers

### Managed Internet Access

AT&T's network design builds upon 133+ years of experience engineering and deploying highly available and reliable network infrastructures. AT&T has been serving



federal, state, and local government customers since the formation of the Bell System more than 133 years ago.

Our unmatched infrastructure, depth of resources, and industry-leading technologies make AT&T the most qualified telecommunications partner for Sweetwater City Schools. For example, AT&T currently provides services for the following:

- 22 State governments
- More than 13,000 local governments
- 4,000 school districts
- 70 of the top 100 school districts nationwide

#### **AT&T IP Network Highlights & Redundancy**

- AT&T's core IP backbone network consists of 106,000 wavelength miles, predominantly 40 Gbps (OC-768 facilities), is designed with no single point of failure.
- The AT&T IP Network is connected to all major Tier 1 ISPs via massive private peering bandwidth in eight cities.
- High reliability of the network is achieved by use of redundant components and connectivity, including network routers, switches and power supplies.
  - Intra-node path redundancy is achieved via dual-homed direct connectivity between routers. The access routers directly connect to the backbone routers, meaning that there is no switch fabric between the devices.
  - All AT&T POPs and the services contained within them are supported by battery backup and diesel generators. A robust disaster recovery scheme is tested regularly to ensure that all components work in the event of a power failure.

#### **Global Network Management & Disaster Recovery**

- The condition of AT&T's global IP network is continually monitored in our Global Network Operations Center (GNOC). Any anomalies that threaten or impact the performance of our network are managed by the GNOC staff through a proven incident command process called 3CP (Command, Control, and Communications).
- AT&T's Network Disaster Recovery (NDR) program was specifically developed for rapid service recovery during a wide range of disaster scenarios. NDR



provides business continuity and recovery capabilities for both the wireline and wireless networks within AT&T.

- Since its inception in 1991, AT&T has invested over \$500 million in its NDR program, with assets of 150+ network recovery trailers, 350+ HVAC Trailers, Cell Sites on Wheels, and Mobile Command Centers.

AT&T Bell Labs is at the foundation of our technology advancements. Our core research and development group, AT&T Labs has won eight Nobel Prizes and has more than 9,000 patents. Our researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite.

### **Managed Voice over IP Solution:**

AT&T has been in the business of hosting telecommunications in our data centers for over 20 years. What started out as Centrex has now evolved into a fully hosted voice over IP infrastructure. Our industry leading hosted VoIP service was officially launched back in 2006. Today, we now have over 25,000 users utilizing our service for their total communication needs across many industries including Education. We make the transition from a legacy telecommunication environment to a managed VoIP solution very easy for our customers.

AT&T has invested billions of dollars building a standards-based SIP voice network infrastructure that provides a variety of SIP based solutions to our business customers dating back to 2006. We offer basic SIP based outbound calling solutions, premium outbound calling solutions, IP Centrex solutions, Hosted VOICE solutions, and robust IP TollFree solutions for our customers. Each of these standards-based SIP services or offered over our World-Class IP Voice-enabled Network Infrastructure. Security is a key component of this architecture, which is governed and monitored 24x7x365 days per year by our Security Network Operations Centers. AT&T Labs continues to work with major IP PBX vendors validating and certifying their platforms to ensure they function as expected by our clients on our SIP based architecture.

### **Video Conferencing**

The AT&T Telepresence Solution was the first global, fully-managed end-to-end, inter-company Cisco TelePresence solution and has continued to evolve raising the bar to meet the needs of our customers. It combines the strengths of the AT&T global networking and management capabilities with Cisco and Polycom TelePresence technology – to deliver a broad set of customer options to deliver a flexible and scalable video conference



*AT&T's Response to Tab IV – Capacity and Ability to  
Meet Scheduling Requirements*

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solution. AT&T Telepresence Solution (ATS) now also supports standards based video Endpoints from a number of vendors. The AT&T Business Exchange continues to be a competitive advantage for our ATS customers since we have established the largest Telepresence B2B on-net ecosystem in the industry. This allows our customers to facilitate meetings between more employees, suppliers, and partners while retaining a high level of security on your VPN network.

The AT&T Telepresence Solution provides a suite of features and capabilities providing AT&T the ability to deliver a flexible, all inclusive enterprise solution. ATS works with a number of network connectivity and transport options, including the AT&T NetTN network. We offer a flexible solution to meet most enterprise's unique requirements based on geographic, end-user, environmental, and application needs.



Sweetwater City Schools



## TAB V - PAST PERFORMANCE AND REFERENCES

February 27, 2013

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## Tab V - Past Performance and References

Total points available for this criterion are 20 points.

- Provide a listing of previous customers (10 maximum) that purchased your services/product that were of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.
- Information provided for each client shall include the following:
  - a) Client name, address, email, and current telephone number
  - b) Description (in detail) of products and services provided, including the detailed scope of the project
  - c) Time period of the project or contract
  - d) Budgeted amount and final billing amount (explain any cost variance)

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal and will be reflected in the scoring.

### AT&T Response:

**AT&T Managed Internet Service**

Customer	Williamson County Schools
Address	1320 West Main Street Â Suite 202 Franklin, Tennessee 37064
Contact Name and Title	Phil Folmor, Network Manager
Contact Phone	(615) 472-4104
Contact Email	<a href="mailto:philf@wcs.edu">philf@wcs.edu</a>
Date of Service	July 2010
Budgeted Amount	\$347,300 budgeted annually for the school districts WAN and Internet Access circuit
Final Billed Amount	\$347,000 billed to the district by the state for the NetTN service

**Description of Service:**

Williamson County Schools has approximately 32,000 students and 41 school sites. The district employs 2,385 certificated and 1,716 support personnel. The district is finishing up the third year of using the NetTN network, supplied by AT&T, for its Wide Area Network and Internet access. Through NetTN, the district has a 1G NetTN WAN circuit and a managed router at every school. The district also has a 1G egress circuit at the district datacenter to the NetTN network for Internet access. The district chose the NetTN network, supplied by AT&T, due to the network's reliability, scalability and cost-effectiveness. Since implementing this network, the district has enjoyed ample bandwidth for learning and administrative purposes.

**AT&T Managed Internet Service**

Customer	Rutherford County School District
Address	2240 Southpark Blvd. Murfreesboro, TN 37128
Contact Name and Title	Steve Solomon, Director of Hardware/System Support
Contact Phone	615-898-7939 ext. 22123
Contact Email	<a href="mailto:solomons@rcschools.net">solomons@rcschools.net</a>
Date of Service	July 2008
Budgeted Amount	\$186,317 budgeted annually for the school districts WAN and Internet Access circuit
Final Billed Amount	\$186,317 billed to the district by the state for the NetTN service

**Description of Service:**

Rutherford County Schools has approximately 40,000 students and 46 school sites.

Since July, 2008, the district has been using the NetTN network, supplied by AT&T, for its Wide Area Network and Internet access. Through NetTN, the district has a 100MB circuit and a managed router at every school. The district also has a 1G internal circuit from the district's datacenter to the NetTN network for Internet access.

The district chose the NetTN network, supplied by AT&T, due to the network's reliability and scalability.

**State of Tennessee Net TN Network**

Customer	State of Tennessee
Address	44 Vantage Way Nashville, TN 37228
Contact Name and Title	Ron Grove, Executive Director, NetTN Program Office
Contact Phone	615-532-4716
Contact Email	<a href="mailto:Ron.Grove@tn.gov">Ron.Grove@tn.gov</a>
Date of Service	July 2008
Budgeted Amount	\$4,456,000 E-Rate funding requested
Final Billed Amount	\$4,456,000 E-Rate funding received

**Description of Service:**

In 2008, AT&T was awarded the NetTN contract for telecommunication services. This contract includes the data network products and services that support the statewide 10 Gb/sec backbone infrastructure, utilizing Multiprotocol Label Switching (MPLS) to facilitate secure, redundant, high performance Wide Area Network connectivity. NetTN accommodates various access methods such as DSL, Private Line, Metro Ethernet and Wavelength services, in conjunction with managed security services. It serves State agencies, K12, higher education, libraries & local government, Next Generation 911, non-profits, private schools, and TEMA. The time period of the contract is July 1, 2008 – July 1, 2018.

**AT&T Managed Internet Service**

Customer	Los Angeles Unified School District
Address	333 S. Beaudry Avenue, Los Angeles CA 90017
Contact Name and Title	Pam Anderson
Contact Phone	213-241-1143
Contact Email	<a href="mailto:Pam.anderson@lausd.net">Pam.anderson@lausd.net</a>
Date of Service	July 2007
Budgeted Amount	\$411,600 budgeted annually for the school district's 800MB Internet access circuit provided by AT&T
Final Billed Amount	\$411,600 billed by AT&T for the school district's 800MB Internet access circuit

**Description of Service:**

Los Angeles Unified School District (LAUSD) is the second largest school district in the country, enrolling more than 640,000 students in kindergarten through 12th grade, at over 900 schools, and 187 public charter schools.

AT&T was awarded a contract in 2007 for an 800MB Managed Internet Services (MIS) circuit to connect the district's datacenters to the Internet. The district uses AT&T MIS to complement an Internet access circuit provided by the state of California's K-12 High Speed Network, managed by CENIC. Prior to 2007, AT&T was the sole provider to the district for Internet Access.

LAUSD chose AT&T to provide the 800MB Internet access circuit due to service reliability and scalability. This bandwidth is allowing the district to move to a 1:1 education technology environment. The district plans to issue tablets to its 640,000 students by the 2014/15 academic year to enable migration to digital textbooks as well as move to online assessments as a member of the Smarter Balanced Assessment Consortium.

**AT&T Voice DNA Service**

Customer	Franklin County Schools
Address	215 South College Street Winchester, TN 37398
Contact Name and Title	Dr. Alan Clark, Chief Technology Officer
Contact Phone	931-967-0626
Contact Email	<a href="mailto:Alan.clark@FCSTN.Net">Alan.clark@FCSTN.Net</a>
Date of Service	July 2012
Budgeted Amount	\$91,350 E-Rate funding requested
Final Billed Amount	\$91,350 E-Rate funding received

**Description of Service:**

Franklin County Schools is in South Central Tennessee on the Alabama Tennessee border in Winchester, TN. The district has 6,100 students and 365 staff. The district issued an E-Rate 470 for interconnected VoIP for the 2012 Funding Year and awarded the service to AT&T and its Voice DNA service. The district chose AT&T Voice DNA due to scalability and reliability as well as its key features including voice mail, locate me, conferencing, call distribution (ACD), virtual telephone numbers, and end-user and administrator portals to connect its 15 school buildings to the central office data center via a hosted VoIP system to enable four digit dialing, voicemail, call forwarding and other features. The district received approval for Priority 1 E-Rate funding for AT&T Voice DNA service for FY 2012.

**AT&T Telepresence Solution**

Customer	University of South Florida
Address	4202 E. Fowler Avenue, Tampa, FL 33620, USA
Contact Name and Title	Lynn Rejniak, Executive Director of Video Services
Contact Phone	813 974 5878
Contact Email	Rejniak@usf.edu
Date of Service	March 2011
Budgeted Amount	\$1.3M
Final Billed Amount	\$1.3M

**Description of Service:**

The University of South Florida is a system of three campuses with more than 47,000 students enrolled. The three campuses are comprised of USF Tampa, USF St. Petersburg and USF Sarasota-Manatee and have an annual budget of \$1.5 billion and an annual economic impact of \$3.7 billion.

In March 2011, USF entered into a three year agreement with AT&T to install four telepresence rooms across the system. These rooms offer high definition video and crystal clear audio quality that creates a face-to-face meeting experience, without the time and cost of travel. USF uses these rooms for two purposes. First, the system uses the rooms to cut down on travel for face to face staff and faculty meetings. Because the campuses are located several miles apart in south Florida, telepresence is the perfect solution to save travel costs and time. Secondly, USF offers the telepresence rooms to groups or companies from outside of the USF system for a fee. These rooms are connected to the AT&T Business Exchange and as a result, the USF telepresence rooms can connect to hundreds of companies and public sector agencies on the Exchange. Offering the rooms to external groups and companies for their use offers USF a new source of revenue.



## TAB VI – PROFORMA CONTRACT

February 27, 2013

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Phone: (423) 903-4117  
ld9107@att.com

**Proposal Validity Period**—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2013 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website [www.usac.org/sj](http://www.usac.org/sj). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit [www.att.com/broadbandinfo](http://www.att.com/broadbandinfo).



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Tab VI – Proforma Contract.....1



## Tab VI - Proforma Contract

Total points available for this criterion are 10 points.

Attached at the end of this solicitation is the proposed contract. Those respondents submitting a signed and notarized contract, without exceptions, will receive the maximum points allowed for this portion of the RFP evaluation. You may, in your response in this tab, indicate exceptions to the general terms and conditions of the RFP but scores will reflect SCS's assessment of the impact for these considerations and may reject the proposal as non-responsive if, in the evaluation of SCS, the requested changes are unacceptable. The points to be awarded for this category shall be 10 (TEN) points for signature; or 5 (FIVE) points for completely acceptable exceptions to the contract, or 0 (Zero) points for unacceptable exceptions.

### AT&T Response:

For the VoIP and Teleconferencing services AT&T agrees to the terms of the proposed contract included in Attachment E, subject to the limited exceptions noted within the contract.

As previously noted, for the Managed Internet Services requested hereunder, AT&T is required to propose the State of Tennessee NetTN Services Contract in order to comply with the E-Rate rules governing lowest corresponding price. AT&T respectfully requests that SCS give deference to the fact that AT&T is legally mandated to use this contract vehicle in order to remain compliant with the e-rate rules and not view AT&T's compliance with e-rate rules "an unacceptable exception."

A complete copy of the contract can be found here:  
[http://www.nettn.net/Files/ATT%20Main%20Cont\\_FINAL.pdf](http://www.nettn.net/Files/ATT%20Main%20Cont_FINAL.pdf)

Provide a contact person to field questions from the evaluation team. This person should be available by phone on February 27, 2013 from 1:00 to 4:00 pm

Provide the name, title, email address and phone number for the person.

### AT&T Response:

Leslie Daniel  
Sales Manager  
[ld9107@att.com](mailto:ld9107@att.com)  
Cell: 423-903-4117  
Alternate Cell: 423-645-5017



## E-rate Rider

### ATTACHMENT TO ("Agreement") FOR

### SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.
6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal

### CONFIDENTIAL INFORMATION

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*This agreement is for use by the authorized employees of the parties hereto only  
and is not for general distribution within or outside the companies.*



## E-rate Rider

period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

### Customer Must Choose A or B

#### A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

1. Scope: Customer desires that Services commence on or about . Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

#### B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

### CONFIDENTIAL INFORMATION

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*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

### **CONFIDENTIAL INFORMATION**

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*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED .

SO AGREED by the Parties' respective authorized signatories:

	AT&T ("AT&T")
Customer Signature:	AT&T Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

**CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*

Contract Number: *[insert contract number]*

**Attachment E  
Contract Template**

Number: \_\_\_\_\_

**CONTRACT BETWEEN**  
**Sweetwater City Schools**  
**AND**  
*[insert complete name of Contractor]*  
**FOR PURCHASE OF GOODS AND SERVICES**

This contract is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SWEETWATER CITY SCHOOLS ("SCS")** and *[insert name and address, including zip code, of Contractor]* ("Contractor"). This contract consists of the following documents:

- a) This contract,
- b) Managed Internet Access, Voice-Over-IP and Video Conferencing, RFP 13-1
- c) *[insert titles and numbers of RFP/ITB amendments]*,
- d) Contractor's Bid/Proposal dated \_\_\_\_\_, 2013

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this contract, (most recent with first priority),
- b) this contract,
- c) Contractor's Bid/Proposal dated *[insert date]*,
- d) Managed Internet Access, Voice-Over-IP and Video Conferencing, RFP 13-1

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide and SCS agrees to purchase the following goods and services:

As describe in RFP 13-1 and detailed in vendor's response to RFP 13-1.

***Performance Bond***

Contract Number: *[insert contract number]*

SCS shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to Ten Million Dollars (\$10,000,000.00), and said amount shall be reduced as detailed in the chart below:

\$10,000,000.00 Year one of contract  
\$8,000,000.00 Year two of contract  
\$6,000,000.00 Year three of contract

This bond may be reduced or the requirement waived at anytime during the life of this contract with the agreement of both parties.

The successful Proposer must obtain the required performance bond in form and substance acceptable to SCS and provide it to SCS no later than The start of the contract

The successful Proposer must meet this performance bond requirement by providing the SCS either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the SCS no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to SCS a performance bond as required by performance bond deadline detailed in the Contract, as applicable in the case of a periodic new (or re-issued) performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued bond, shall result in contract termination.

The successful Proposer must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. SCS will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to these requirements shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the SCS a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in SCS taking action to exact payment pursuant to the current performance bond held by SCS as per paragraph 10. Termination-Breach of this contract. .

## **2. Delivery and Installation.**

- a) All deliveries shall be made pursuant to a written purchase order issued by Sweetwater City Schools, which assumes no liability for any goods delivered without such purchase order. All deliveries shall be made to within ( ) days of the issuance of a purchase order.
- b) Installation is required. Installation shall be completed within days of the date of delivery.

## **3. Term.** The term of this contract will begin July 1, 2013 and end June 30, 2016.

4. **Compensation.** Contractor shall be paid \$ \_\_\_\_\_ upon receipt of invoice. In no event shall the total compensation for this contract exceed \$ \_\_\_\_\_ for the contract term.

~~There will be no other charges for the performance of this contract.~~

~~SCS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. SCS will make reasonable efforts to make payments to small businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.~~

Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable service publication and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. SCS may reimburse Contractor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. Contractor may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a service publication at the rate specified therein, or (c) the maximum rate allowed by law for over due payments.

Contractor shall submit a written report with invoice to SCS each month setting forth the services provided in the billing period. Such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Payment of invoices may be withheld if documentation is not sufficient. SCS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as SCS may require. Failure to provide such additional information or explain why it cannot be provided within thirty days of receipt of the request from SCS may be cause for termination of this contract.

5. **Contractor Performance Evaluation.**

The reports of service rendered under this contract as provided by the contractor and agreed to in substance by SCS will be reviewed at a minimum of quarterly during the term of the contract and reports filed for review and consideration by senior management of SCS.

Reports will cover all SLAs listed in the RFP and responded to by the contractor..\*

\* This requirement will not be applicable for the provision of the Services required under this Contract; however such reports will be available for the internet Services provisioned under the State of Tennessee NetTN Contract.

6. **Taxes.** SCS shall not be responsible for any taxes that are imposed on Contractor other than sales/use taxes stated above. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to SCS.
7. **Warranty.**
- a) Contractor warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Such purposes are stated in the RFP.
  - b) During the warranty period, SCS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. \*\*
8. **License.** Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant SCS a license to use any software provided for the purposes for which the software was obtained. Such purposes are set forth in SCS' RFP.. \*\*

\*\* This requirement will not be applicable for the provision of the Services required under this Contract.

9. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against SCS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless SCS against any award of damages and costs made against SCS by a final judgment of a court of last resort in any such suit. SCS shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. SCS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon SCS unless approved by the Sweetwater City Schools.
- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - i) *Procure for SCS the right to continue using the products or services.*
  - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to SCS, so that they become non-infringing.*

- iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
- iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and SCS have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to SCS, however, if any such infringement or claim thereof is based upon or arises out of:
  - i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*
  - ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
  - iii) *The claimed infringement in which SCS has any direct or indirect interest by license or otherwise, separate from that granted herein.*
- 10. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, SCS shall have the right upon 7 days written notification to terminate the contract. The performance Bond listed in Section 1) Duties and Responsibilities of Contractor will be forfeited to SCS in the amount listed in the schedule of Section 1) or as may be amended during the term of this contract.
- 11. **Termination--Funding.** Should funding for this contract be discontinued, SCS shall have the right to terminate the contract immediately upon written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.
- 12. **Termination--Notice.** SCS may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.
- 13. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 14. **Federal Economic Stimulus Funding.** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), Contractor and SCS will need to reach mutual agreement on Contractor's participation.

If this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act), then Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required. The Contractor (and any subcontractor) shall comply with the following:

- a) Federal Grant Award Documents, as applicable.

- b) Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at: [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c) Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d) The Recovery Act, including but not limited to the following sections of that Act:
  - i) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - ii) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
  - iii) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
    - (1) gross mismanagement,
    - (2) gross waste,
    - (3) substantial and specific danger to public health or safety,
    - (4) abuse of authority, or
    - (5) violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- iv) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
  - (1) to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
  - (2) to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- v) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- vi) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
  - (1) to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
  - (2) to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- vii) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and

interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- viii) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e) The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f) If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section 14, “Federal Economic Stimulus Funding.”

**15. Notices.**

Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of the Chief Accountant, ACCOUNTING DEPARTMENT, BUSINESS OFFICE, Sweetwater City Schools, 203 Monroe Street, Sweetwater, TN 37874, with a copy to the recipient for SCS notices listed below:

- a) All other notices to SCS shall be mailed or hand delivered to:

Dept: Instruction  
Attn: Larry Stein  
Addr: 203 Monroe Street, Sweetwater, TN 37874

Phone: (423) 337-7051  
Email Addr: Larry.stein@scstn.net

- b) Notices to Contractor shall be sent to:

Contract Number: *[insert contract number]*

Contractor:  
Attn:  
Addr:

Phone: (    )  
E-mail Addr:

c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: (name)  
(address)  
(phone)  
*Email Addr:*

16. **Maintenance of Records.** Contractor shall maintain documentation for all charges against SCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by SCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
17. **SCS Property.** Any SCS property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to SCS by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be SCS property.
18. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
19. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
20. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
21. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any

individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

- 22. Non-Discrimination.** It is the policy of the Sweetwater City Schools not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with SCS or in the employment practices of SCS's Contractors. Accordingly, all Proposers entering into contracts with SCS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 23. Criminal Background Checks.** Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- 24. Insurance.** AT&T agrees to the terms of the Contract template as to Insurance except as otherwise noted. Contractor shall maintain ~~comprehensive~~ commercial general liability and automobile liability insurance, both with limits of ~~not less than one~~ two million dollars and, if necessary, ~~commercial umbrella insurance with limits of not less than \$1,000,000~~ per occurrence and in the aggregate. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of ~~not less than \$500,000~~. A certificate of insurance, on a standard ACCORD form, evidencing said coverage shall be provided to SCS prior to commencement of performance of this Contract. Sweetwater City Schools by and through the Sweetwater City BOARD OF PUBLIC EDUCATION shall be included as an additional insured and this insurance shall apply as primary insurance with respect to any other insurance programs afforded SCS. There shall be no endorsement or modification to make this insurance excess over other available insurance. **Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.** Additionally, SCS shall maintain adequate Builders Risk/All Risk Insurance for the project covering products provided by the Contractor naming the Contractor as an additional insured.
- 25. Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Sweetwater City Schools

contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Sweetwater City Schools contracts.

**26. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Sweetwater City Schools contracts.

**27. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless SCS, its officers, agents and employees from:

a) Any third party claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and, Contractor shall pay SCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this contract.

b) Any third party claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c) LIMITATION OF LIABILITY

(i) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 27 a) AND b) ABOVE, PROVEN DIRECT DAMAGES NOT TO EXCEED ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY SCS FOR THE

AFFECTED SERVICE DURING THE THREE(3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(ii) CONTRACTOR SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD SCS HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY SCS ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

(iii) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

28. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event SCS prevails, Contractor shall pay all expenses of such action including SCS's attorney fees and costs at all stages of the litigation.
29. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of SCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF SCS'S CHIEF ACCOUNTANT, 203 Monroe Street, Sweetwater , TENNESSEE 37874. Contractor reserves the right to assign, in whole or relevant part its rights and obligations under this Contract to an Affiliate, but shall remain financially responsible for the performance of the assigned obligations.
30. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
31. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
32. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

33. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Monroe County, Tennessee.
34. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
35. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board policy.
36. **Compliance with the Americans with Disabilities Act.** The contractor will be required to provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including *hiring or employment practices. The contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities* have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
37. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Sweetwater City Schools. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**Sweetwater City Schools:**

**CONTRACTOR**

Director of Schools Purchasing, SCS:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

**RECOMMENDED:**

Department Head

Sworn to and subscribed to before me, a  
Notary Public, this \_\_\_\_\_

day of \_\_\_\_\_, 200 \_\_,

by \_\_\_\_\_,

the \_\_\_\_\_ of

Department:

Contractor and duly authorized to  
execute this instrument on Contractor's  
behalf.

**APPROVED AS TO AVAILABILITY OF  
FUNDS:**

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

ACCOUNT NUMBER:

Chief Financial Officer, SCS

Chairman of the Board , SCS

Date Filed: \_\_\_\_\_

## **AMENDMENT ONE (1)**

Notice to: **ALL PROSPECTIVE PROPOSERS:**

From: Larry Stein

Re: RFP 13-1 Managed Internet Access, Voice-Over-IP and Video Conferencing

Date: February 15, 2013

This amendment is hereby made a part of the above referenced Request for Proposal. Offerors should acknowledge receipt of the amendment by including a copy of this document with their proposal submittal.

Questions presented to the RP administrator are hereby responded to and become a part of the RFP 13-1 in the form of this amendment.

1. Per Tennessee law TCA 49-3-368, section 368 (c), Comptroller review and approval is required prior to bid issuance to receive State funding. Will Sweetwater City Schools supply a copy of the State's Comptroller review and approval of the Consortium RFP 13-1?

Response: RFP: Managed Internet Access, Voice-Over-IP and Video Conferencing was reviewed and approved through the Comptroller's Office.

### **Page 3 - Table of Contents –**

2. The lettering in Section 1, Introduction/Overview goes A-D then B-H. Also in Section 8, "D" is missing from the Table of Contents but listed in the RFP. Is there supposed to be another section and letter "A"? Will a corrected version be provided?

Response: The headings in section one should be the following:

#### **1) Introduction/Overview**

- A. Overview**
- B. Purpose**
- C. Objective**
- D. Scope of Services**
- E. Background**
- F. Inquiries**
- G. Method of Source Selection**
- H. Pre-Proposal Conference**
- I. Minimum (general) criteria to be determined "*Responsive*"**
- J. Minimum (general) criteria to be determined "*Responsible*"**
- K. Projected Timetable**

**Page 5 – Section C – Objective and Page 29, 3. Term –**

3. The Objective section on page 5 states a 5 year term but the Term section Page 29 (Contract Template) states July 1, 2013 – June 30, 2016. Which will be the term of the agreement – 3 or 5 years?

Response: Three Year

**Page 6 – Section F, 2 –**

4. What are considered significant exceptions to the standard contract?

Response: Exceptions that cannot be accepted without negotiations

**Page 8 - Section C –**

5. Can it be assumed for purposes of this RFP that any district purchasing VOIP services either has a VOIP capable LAN infrastructure or is willing to purchase the needed components at an additional cost above any per seat price provided in response to this RFP? i.e., Cat5 cabling, POE switches etc.

Response: The local LEA is responsible LAN Infrastructure, not the vendor's response to this bid.

**Page 13 - Section 9, A – Proposal Evaluation Committee –**

6. Who will comprise the evaluation committee?

Response: The evaluation committee will be made up of representatives from LEAs from each grand division of Tennessee.

**Page 15 V.a. and Page 16 Tab V Past Performance –**

7. Page 15 states “furnish references for each of the three categories of service listed in the title of this RFP. Extra weight will be given to Tennessee based references and to reference of the size and scope of this RFP.” On page 16, it lists the total points for this criterion as 20 but does not reference the extra weighting. How much extra weight will be given for references from Tennessee-based references versus references from outside Tennessee?

Response: By consensus of the evaluation committee.

8. What is meant by “reference (sic) of the size and scope of this RFP?” For example, should the bidder provide references of customers with 10 site, 80 sites or 150 sites?

Response: The vendor should reference multiple size LEAs with additional reference to Section 1 para D. Scope of service.

9. The references are required to contain information on budgeted amount and final billing amount and an explanation of any cost variance. Some customers consider this information proprietary. What allowances will be made if a reference does not wish to disclose this information? For example, can we substitute a Yes or No on whether the project was over budget rather than identifying the exact amount? If Y/N type information is provided, would that result in a point deduction and if so how much?

Response: It may be necessary to contact the reference to determine if there will be a point reduction.

**Page 18 thru 22 - Attachment A –**

10. The pricing sheets request pricing for services for various scenarios. Will a Price List be required that covers all products, regardless of size of school district, so pricing for schools between 11 and 79 sites and between 81 and 150 sites can be appropriately considered and consistent in the evaluation?

Response: The price grid is designed to be a representative guide for cost evaluation purpose.

11. Will Sweetwater evaluate internet pricing at a per circuit or per port basis to help avoid ambiguity?

Response: The evaluation will be based on a per site basis for each representative grid.

12. The pricing tables have two for each scenario - Is the first table to reflect pricing for Managed Internet Access only and the second table for pricing Content Filtering only? If the pricing is combined in Tables II and IV, then how will Content Filtering costs be clearly evaluated?

In Category XI please clarify what is PBX based service lines.

Response: The second table for each pair is for content filtering only. It will be cost evaluated by taking the total cost of all grids across the term of the contract. Since there are not any reference to PBX based service lines in Category XI, the response is assuming the questioner meant Category IX. This refers to a service offering breakdown for legacy type solutions where available. Examples would be (but not limited to) PRI, PBX based line offerings similar to 'Centrex' / 'Centranet'.

**Page 21 and 22 - Managed VoIP –**

13. The table for Managed VoIP is listed twice – once in Category IX and once in Non-Erate eligible services. Are there differences in the services requested here?

Response: The grid in Category IX is for Managed VOIP service. The grid listed after category XI is a section for non-e-rate eligible equipment cost.

**Page 16 and 22 – Managed VoIP, Non-Erate Eligible cost/criterion –**

14. These are listed twice. Do you want this information submitted in both places?

Response: On page 16 of the RFP there is a listing of the criteria to be used for evaluation purpose. Page 22 of the RFP is Attachment A and is the cost section that responders should complete for evaluation.

**Page 17 - TAB VI, Pro Forma Contract –**

15. Do you require the contract to be signed and notarized at the time of bid submission regardless if recommended changes are shown on the contract?

Response: Signing of the contract means that the contract is acceptable to the signer. Any further response would be giving a legal opinion.

**Pages 14-17 - Evaluation Criteria -On pages 14-15 –**

16. The Tab information described in the grid “Required Responses Identified by Item as listed below” differs from the Tab requirements provided on pages 15-17 (beginning with Tab I, Business Plan). Some of the requirements in the grid are listed in the descriptions on pages 15-17 but some are not. Since this is the criteria by which the bid will be evaluated, we want to be sure to provide all the information requested in the proper format. Will Sweetwater please clarify specifically what is to be included in each Tab section?

Response: The Tab I, Business Plan listing on page 15 of the RFP is summarized to cover the items that will be used to assign points in the evaluation process and should read as follows:

- **Tab I, Business Plan**

**Total points available for this criterion are 20 points.**

- Open with a cover letter indicating the underlying philosophy of your firm in providing the requested service/product. Express your understanding of the contract scope and the desired deliverables. State your understanding of the FCC E-Rate program and your ability to comply with all rules and regulations of the E-Rate program.
- Provide a detailed plan of your firm's proposed approach (including major tasks and sub-tasks).
- Address the functional requirements of this solicitation.
- Include a proposed quality assurance plan your firm will conduct to ensure the performance of contract deliverables.

- Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.
- Describe in detail all of the functions of your proposed solution.
- Submit a detailed schedule for implementation of the project
- Respond in detail to each of the items listed in the table below on page 14 through 15 of the RFP.

Pages 7-8 – Functional Requirements –

17. There is information requested here and the RFP states “failure to address or fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points”. Some of this same information is requested in the Tab sections outlining the criterion points but not all (i.e. Technical Requirements for Content Filtering). Will Sweetwater clarify where you would like this information provided? How will evaluation points be determined for the elements not listed in the criterion section?

Response: On page 7 of the RFP there is a section 3) Functional Requirements. On page 15 of the RFP on the section labeled Tab I, Business Plan, the third bulleted section states –Address the functional requirements of this solicitation. That is where the information should be in the vendor response and the RFP clearly states that the Business Plan section will account for a total of 20 possible points in the evaluation of the RFP.

## **AMENDMENT TWO (2)**

Notice to: **ALL PROSPECTIVE PROPOSERS:**

From: Larry Stein

Re: RFP 13-1 Managed Internet Access, Voice-Over-IP and Video Conferencing

Date: February 26, 2013

This amendment is hereby made a part of the above referenced Request for Proposal. Offerors should acknowledge receipt of the amendment by including a copy of this document with their proposal submittal.

The due date of the response to the RFP 13-1 is changed to March 1, 2013 and the event time table below is updated to reflect that change.

The following projected timetable should be used as a working guide for planning purposes. SCS reserves the right to adjust this timetable as required during the course of the RFP process.

<b><u>Event</u></b>	<b><u>Date</u></b>
RFP Issued	Jan 29, 2013
Pre-Proposal Conference	Feb 7, 2013
Deadline for submittal of questions	Feb 8, 2013
Amendment Issued for Questions & Answers	Feb 11, 2013
Proposals Due	Mar 1, 2013
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

### **Instructions for Proposal**

#### **A. Compliance with the RFP**

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

**B. Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

**C. Delivery of Proposals**

All proposals are to be delivered before **9:00 A.M. CST** on March 1, 2013 to:

***Tennessee Organization of School Superintendents***

***Attention: Larry Stein***

***501 Union St., Suite 300***

***Nashville, TN 37219***

***(615) 254-1955***

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**SCS WILL NOT accept any proposals received after 9:00 A.M. CST on March 1, 2013 or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offeror at their expense or destroyed after 30 days.**

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4. **Compensation.** Contractor shall be paid \$ \_\_\_\_\_ upon receipt date of invoice. In no event shall the total compensation for this contract exceed \$ \_\_\_\_\_ for the contract term.

There will be no other charges for the performance of this contract.

SCS will make reasonable efforts to make payments within 30 days of receipt date of invoice but in any event shall make payments within 60 days. SCS will make reasonable efforts to make payments to small businesses within 15 days of receipt date of invoice but in any event shall make payment within 60 days.

Contractor shall submit a written report with invoice to SCS each month setting forth the services provided in the billing period. Such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Payment of invoices may be withheld if documentation is not sufficient. SCS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as SCS may require. Failure to provide such additional information or explain why it cannot be provided within thirty days of receipt of the request from SCS may be cause for termination of this contract.

5. **Contractor Performance Evaluation.**

The reports of service rendered under this contract as provided by the contractor and agreed to in substance by SCS will be reviewed at a minimum of quarterly during the term of the contract and reports filed for review and consideration by senior management of SCS.

Reports will cover all SLAs listed in the RFP and responded to by the contractor..\*

\* This requirement will not be applicable for the provision of the Services required under this Contract; however such reports will be available for the internet Services provisioned under the State of Tennessee NetTN Contract.

## ENA Response to Sweetwater RFP



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## Functional Requirements Index

<b>FUNCTIONAL REQUIREMENTS</b>		
The following describes the service and performance requirements that the selected contractor will be required to perform for the Consortium. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.		
<b>A. Technical Requirements for Managed Internet Access</b>		
<b>Number</b>	<b>Question</b>	<b>Page(s)</b>
	<ul style="list-style-type: none"> <li>Managed Internet Access as defined in the ESL as "On Premise Equipment"</li> <li>Each vendor should include their Service Level Agreement (SLA) and detailed description of the terms. The SLA must address the following issues and meet the following criteria, at a minimum:</li> </ul>	21-33
1.	Network availability - industry standard of 99.999% is preferred. Service providers shall describe how they calculate availability.	17-20, 33-34
2.	Packet latency (20ms).	17-20, 33-34
3.	Packet loss (0.5%).	17-20, 33-34
4.	Timely installation intervals for new service requests – provide standard installation intervals for all services in the RFP.	17-20, 33-34
5.	Maintenance response times for major and minor service outages – provide response times for major and minor outages for each service in the RFP.	17-20, 33-34
6.	Number of major failures per year.	34
7.	Catastrophic incident response times (unplanned outages due to natural and man-made causes – provide response times to develop and submit a proposed resolution plan to address catastrophic outages such as hurricane, act or terror, etc.)	17-20, 33-34
8.	Quality of service (QoS) – voice over IP quality must be maintained at a Mean Opinion Score of 4.0, the equivalent of —toll quality.	17-20, 33-34
	<ul style="list-style-type: none"> <li>The SLA will include consequences for noncompliance with SLAs terms, including financial penalties and grounds for contract termination (amount to be negotiated).</li> <li>Vendors must provide audited financial statements for the past 3 years. Vendor's must provide a detailed description of their online tools available to the client to support telecommunications payments, account information, account changes, network monitoring and other functionality that can provide value.</li> </ul>	17-20, 33-34
<b>B. Technical Requirements for Content Filtering of Managed Internet Access</b>		
	<ul style="list-style-type: none"> <li>The vendor must propose a solution for content filtering which is compliant with the Children's Internet Protection Act (CIPA). Information for this may be obtained from the USAC website. There will be separate pricing required for this service on the cost section of the RFP.</li> <li>This filter service will be optional for LEAs to accept with the Managed Internet Access from the awarded provider.</li> </ul>	34-39
<b>C. Technical Requirement for Managed VoIP</b>		
	<ul style="list-style-type: none"> <li>Managed VOIP is the ability to use the Internet Protocol (IP) to place voice calls and transport voice traffic over the data network.</li> <li>A solution based on services provided by a telecommunications provider that is primarily based on traditional monthly usage charges for tariff or contracted telephone services with little or no customer owned equipment. This may be based on Centrex, Plexar, POTS or other telephone services.</li> <li>It must be a turn-key solution and must be consistent with current E-Rate ELS funding and eligibility guidelines.</li> <li>The solution must include:</li> </ul>	40-52
9.	Adds, moves and changes to end user telephony setup.	51

10.	The option for the vendor to be responsible for handset deployment, replacement and maintenance.	51
11.	The design should allow for the independent functioning of data and voice without adversely affecting the other.	51
12.	Pricing separately for classroom and office appropriate handsets (Not E-Rate eligible).	52
<b>D. Technical Requirements for Managed Video Conferencing</b>		
<ul style="list-style-type: none"> <li>The telecommunications component of video conferencing services that provide a means for multiple users to participate in group discussions can be eligible if the services are limited only to eligible educational or library purposes as described in the ESL.</li> <li>The solution must include:</li> </ul>		52-62
13.	Use of LEA network.	60
14.	Remote management tool. Bridge management.	60
15.	Proactive bridge monitoring of quality of service and security.	60-61
16.	Endpoint monitoring and management.	61
17.	Remote device monitoring.	61
18.	Problem Management to troubleshoot any technical difficulties.	61
19.	Two levels of assistance for on-the-spot troubleshooting resolution during an event as well as post-meeting evaluation and repair of any ongoing issues.	61-62
<b>CONTRACTOR PERSONNEL REQUIREMENTS</b>		
A.	The contractor shall provide a single point of contact for SCS.	108-110
B.	Detailed resumes for all management and key personnel shall be submitted with each proposal.	110-111 Exhibit 13
C.	Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.	111
<b>CONTRACTOR RESPONSIBILITIES</b>		
<b>A. INSTALLATION</b>		
1.	The contractor shall deliver and install all hardware and software onsite at Consortium facilities.	132
2.	The contractor shall provide their own tools.	132
3.	The contractor shall install and test the system during agreed upon work hours.	132
<b>B. TRAINING AND SUPPORT</b>		
1.	The contractor shall provide onsite training to staff identified by the LEA.	133
2.	The contractor shall provide management for the continued operations of all solutions to the response to this RFP.	133

## Required Responses Index

Tab	<b>REQUIRED RESPONSES</b> Identified by Item as listed below	Page(s)
I.a.	Demonstrate an understanding of the rules and regulations of the E-Rate program.	12-16
I.b.	Describe in detail all proposed SLAs for the services listed in the title of this RFP.	17-20
I.c.	Describe in detail all instances in which you have had to make a financial restitution to your customers in the last year as it pertains to SLAs.	20
I.d.	Describe in detail your solution for the functional requirements for all three major categories of service as listed in the title of the RFP.	20-62
I.e.	Describe in detail the financial stability of your company to operate at the volume potential of this contract.	62
I.f.	Describe in detail the timeline for installation for the three categories of service as listed in the title of the RFP.	62-74
II.a.	1. Describe in detail all network failures affecting customers in the last year. 2. Describe in detail all major degradations in service effecting the business requirements of your customers that required an escalation to remedy within your company or with your subcontractors.	97-98
II.b.	Describe in detail the experience your company has in the three categories of service as listed in the title of the RFP.	98-102
II.c.	Describe your expansion/scalable capability during the term of this contract.	102-104
II.d.	Provide Organizational chart for your company.	105, Exhibit 12
II.e.	Provide a detailed organizational chart for the staff from your company that will be working on this contract's services. Include escalation chart as well for unresolved issues.	105-110, Exhibit 12
II.f.	Identify and provide detailed resumes for the staff who will be working on this contract.	110-111 Exhibit 13
III	Complete the cost grid in Attachment A.	112-118
IV.a.	Describe in detail your plans for the network connectivity needed for this proposal and the time frame in which to do it.	129
IV.b.	Describe in detail the capacity your company has in the three categories of service as listed in the title of the RFP.	129
V.a.	Furnish references for each of the three categories of service listed in the title of this RFP. Extra weight will be given to Tennessee based references and to reference of the size and scope of this RFP.	134-145

## Tab I. Business Plan

### Cover Letter

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March 1, 2013

Dr. Larry Stein  
c/o Tennessee Organization of School Superintendents  
501 Union St., Suite 300  
Nashville, TN 37219

Re: ENA Services, LLC/Education Networks of America, Inc. (ENA) Proposal Response to Sweetwater City Schools Request for Proposal Number 13-1 for Managed Internet Access, Voice-Over-IP and Video Conferencing

Dear Dr. Stein,

ENA is pleased to provide this Proposal Response to Sweetwater City Schools (SCS) RFP Number 13-1 for Managed Internet Access, Voice-Over-IP and Video Conferencing services. ENA has had the honor and privilege of being the service provider of choice for the vast majority of the school districts participating in the Sweetwater City Schools Consortium for over sixteen years. Throughout this time we have dedicated our entire organization and focused all of our energy and skill on building relationships and understanding the needs of the school districts we serve, and we have tailored and transformed our service offerings to meet those needs as they have changed over time.

As a Tennessee-based company with now over 120 highly skilled technical and education specialists dedicated to serving Tennessee's schools, ENA is not only the most qualified and experienced provider to meet and exceed the requirements of this RFP, we have been successfully delivering these services to SCS and most of the school districts participating in this Consortium since 1996.

### ***The ENA Difference – Our Underlying Philosophy***

ENA is focused solely on providing high-touch exemplary customer service and solutions that are built from the ground up to meet the needs of K-12 schools. And we don't stop there. We also understand that each school district has its own unique requirements and we strive to meet those unique requirements every day. The entire ENA team, whether it is your Account Service Manager, Customer Technical Assistance Center (CTAC) Customer Support Engineer, Network or Voice Engineer, or member of the ENA Marketing and Client Services team, **are all empowered to delight you, our customer**, and to do what it takes to help you achieve your goals.

With ENA, **finger pointing is not an option**. We understand the pressures Technology Coordinators face today with the increasing demands on their time. If an issue arises, even if it extends beyond ENA's network or services, our number one priority is to get to the bottom of it and resolve it as quickly as

possible to ensure that there is no disruption to the teaching and learning process. Our job is to remove roadblocks inhibiting your success.

As the Consortium Lead, SCS can evaluate and compare ENA's service from a unique vantage point, having received service from an alternate provider for a brief period during ENA's sixteen year service tenure. Having recently transitioned back to ENA's services, we trust that you were able to experience first-hand the true differences between ENA's education-focused customer service approach and the generic service approach offered by traditional telecommunications companies designed to serve multiple markets.

### ***Understanding of the Contract Scope and Deliverables***

We are confident that no other service provider can demonstrate an understanding of the scope and deliverables required in this RFP like ENA. Our comprehensive portfolio of managed Internet access, VoIP, and videoconferencing services have been developed, packaged and delivered as a direct result of feedback we have received from our customers, all of which are represented in the SCS Consortium. In fact, 97 percent of the school districts in the SCS Consortium rely on ENA today to deliver many, if not all, of the services requested by this RFP, and, of those:

- **100 percent utilize ENA's managed Internet service** to ensure reliable access to the education content, applications and resources students, teachers and administrators require today. ENA's network backbone is specifically designed and optimized on an ongoing basis to bring those resources closer to the classroom and to provide end-to-end quality of service to ensure the best possible experience. In addition, as demonstrated by numerous examples throughout this Proposal Response, ENA takes great care in customizing the design of each district's wide area network to support the unique needs on a site-by-site basis.
- **33 percent utilize ENA's interconnected VoIP service** to improve communications and lower total cost of ownership. In SCS Consortium districts alone, we have transitioned hundreds of schools and over 20,000 extensions in aggregate to ENA's hosted Priority 1 voice service over the last five years, enabling them to achieve true voice and data IP convergence while maximizing E-Rate funds and avoiding the large capital and staff expenditures associated with premises-based traditional and IP telephony solutions.
- **93 percent utilize ENA's WebSafe content filtering service** and rely heavily on ENA's continuous efforts to enable access to new and unique education resources. With ENA's recently announced content filtering enhancements, accessing content such as YouTube for Schools is possible while still ensuring the safety of students. In addition, filtering secure https ports, establishing district-unique filtering policies and having access to real-time web utilization reports online will be available to all of the SCS Consortium districts **at no additional cost**.
- **31 percent utilize ENA Live**, ENA's cloud-based Priority 1 eligible video conferencing solution to meet the growing need for anytime, anywhere access through a wide variety of desktop and mobile computing devices. ENA Live has enabled the districts we serve to avoid large capital expenditures and provides a very cost-effective way to deliver high definition point-to-point and multi-point videoconferencing "on-the-fly" as an alternative to traditional H.323 solutions as well as a very cost effective way to expand them.

- **90 percent purchase and benefit from the volume discounts available through ENA's Consortium Partner Program** and have access to a broad suite of productivity and instructional applications such as BrainPOP, Gaggle, ClassLink, and other valuable tools at more affordable prices. With discounts ranging from 10 percent to 70 percent, ENA's customers save well over \$500,000 per year in aggregate when compared to the prices offered to the average single school district for this portfolio of products.

As illustrated above, ENA already provides many of the services requested in this RFP to SCS as well as to most of the other participating Consortium school districts. Selecting ENA would eliminate the need for a time-consuming, difficult and perhaps extremely risky and costly transition at more **than 850 sites** and enable every school district to continue to focus their time and resources on new and innovative ways to use the network to impact educational outcomes rather than interrupting this progress for the purpose of dedicating resources to an unnecessary network migration. If sites are not transitioned before the start of school then locations will likely begin school without Internet access.

We believe that any decision but to select ENA to continue as your service provider will result in major setbacks for the districts that depend on these critical products and services and will likely translate to millions of dollars in transition and replacement costs, a reduction in service levels where fiber is not available from traditional carriers, significant lost productivity, potential major disruption in instructional activities, and **will ultimately have the largest adverse impact on those who matter the most – the students.**

### ***A More Comprehensive and Cost-Effective Approach***

ENA understands the budget constraints that school districts face and works hard to continually find ways to reduce costs. A particularly good example of this is our creative approach to lowering the recurring costs associated with each school district's wide area network. ENA works to identify sites that are good candidates for implementing private fiber connections throughout each district. The benefit of doing this is to eliminate the traditional recurring cost of carrier service to those sites, providing a more cost-effective service overall.

As illustrated in the example below, implementing this approach at two of ten sites reduces the blended rate per site and provides a 20 percent overall cost savings when compared simply to the established monthly rate for the service per site. **ENA has implemented this approach at 43 percent of the participating SCS Consortium school districts.**

No. of Sites	Total Monthly	Total Annual
10 direct	\$11,500	\$138,000

*Average monthly cost per site - \$1,150*

No. of Sites	Total Monthly	Total Annual
8 direct, 2 private fiber	\$9,800	\$117,600

*Average monthly cost per site - \$980*

In addition to creative and innovative approaches such as the one outlined above, ENA's managed service model has an extensive history of providing cost-effective solutions, as much as 50 percent lower than piecemeal solutions, and maximizes the use of Priority 1 E-Rate funds for eligible entities. Our managed service typically delivers enhanced service with improved Total Cost of Ownership (TCO).

### ***Supporting Tennessee Communities***

As ENA looks for higher bandwidth solutions to meet the increasing demands at each school site, ENA proactively seeks ways that we can establish partnerships with local companies and organizations that have a vested interest in the local school system and community. This approach has not only uncovered solutions that were not otherwise available from traditional carriers, but it has a very positive impact on local economic development efforts.

A good example of this began when ENA developed a partnership with Gibson Electric Membership Corporation to build fiber to serve Gibson County Special School District. One partnership led to partnerships with sixteen additional electric cooperatives and utility providers and a collaborative effort that resulted in 1,100 miles of new fiber infrastructure covering 17,000 square miles of Western Tennessee over a several year period. **ENA is partnering with local companies similar to the one noted above in a significant number of the SCS Consortium school districts we serve to deliver scalable fiber service to some or all of their school sites.** This approach has a positive impact on the economic development of the local community.

### ***Supporting Tennessee Education***

ENA's commitment to education in Tennessee is further demonstrated by our strong support for Tennessee education associations and organizations whose missions are focused on promoting the effective use of technology to transform the teaching and learning process and for the improvement of education and educational management. As Platinum sponsors of the Tennessee Education Technology Association (TETA) and the Tennessee Organization of School Superintendents (TOSS), ENA has invested in the highest level sponsorships possible for these organizations year after year to demonstrate our commitment to their success. Not only do we commit our dollars, but we also we commit our time, taking a very active role in monthly and annual events. In addition to TETA and TOSS, ENA supports numerous other organizations such as such as the Tennessee School Boards Association (TSBA), the Tennessee Principals Association (TPA), and many others to ensure we are staying abreast of issues and needs from every perspective of the end user communities we serve and stay mindful of these as we develop and evolve our service and support offerings.

### ***E-Rate Experience and Expertise***

Not only are ENA's portfolio of services tailored for the education marketplace, we have an excellent history of demonstrated performance assisting our customers in securing and maximizing E-Rate funding. ENA is one of the top 10 national E-Rate service providers with over \$450 million in E-Rate funding commitments related to ENA's service to date. Our success is due to our continued focus on understanding all aspects of the program as it changes over time. Our team of E-Rate experts such as

April Scott and Rex Miller are available to assist you with every step of the E-Rate process that a service provider is allowed, providing ongoing guidance, training and support to ensure compliance with all E-Rate regulations. Our discounted billing method also helps to alleviate cash flow issues that can sometimes occur while waiting for the application approval process.

## ***Indexes for Easy Referencing and Evaluation***

ENA has provided two indexes for easy referencing of key information required by the RFP. These indexes are located after the **Table of Contents Tab** of this Proposal Response and cross-referenced in the document itself with annotations in red that have been italicized and/or bolded to be quickly identified.

1. **Required Responses Table** – This index lists all the required responses by item and the corresponding page numbers where this information can be found.
2. **Functional and Contractor Requirements and Responsibilities** – This index outlines all of the Functional and Contractor Requirements and Responsibilities requested by this RFP and the corresponding page numbers where this information can be found.

## ***RFP Required Documentation***

ENA has provided the following requested information in **Tab VII. Required Forms and Documents**:

1. Amendments
  - a. Amendment Notification Form
  - b. Amendment 1, dated 2-15-13
  - c. Amendment 2, dated 2-26-13
2. Required Forms
  - a. Evaluation Primary Contact Information
  - b. Attachment B – Affidavits
3. Documents
  - a. Audited Financial Statements – Past three years as required
  - b. Insurance Certificate – Demonstrating required levels of insurance
  - c. Letter or Bondability – Meeting performance bond requirements

## ***Authorized Representative***

As Senior Vice President and Chief Technical Officer (CTO) of ENA, I certify that

- I am authorized to represent ENA and bind ENA relative to all matters contained in this Proposal Response. Please see evidence of authority in **Exhibit 1**.
- ENA has read, understands, and agrees to comply with the Performance Bond requirements as outlined in RFP 13-1.
- ENA has read, understands, and agrees to comply with the insurance requirements of this RFP.

We have endeavored to respond to your RFP in a manner that meets and exceeds every requirement, and to provide SCS the opportunity to continue to contract with ENA for all services currently provided to you and all of the participating Consortium school districts. In addition to the enclosed Proposal Response, we also encourage you to consider accepting the Metropolitan Nashville Public School (MNPS) contract 2-225071-00 as an additional proposal response. This contract was awarded as a result of competitive RFP Number 11-4, Managed Internet, Access, Voice-Over-IP and Video Conferencing, issued by MNPS on behalf of a large consortium of Tennessee School Districts in March, 2011. ENA's responses to this RFP are consistent with the MNPS contract which is currently being used by SCS and most of the participating districts. We understand that you have received copies of this contract in the past but would be happy to forward another copy to you electronically upon request.

ENA appreciates your consideration of our Proposal Response and we look forward to the opportunity to continue to earn your business every day and serve the members and education communities of the Sweetwater City Schools Consortium with exceptional managed services and support.

If you have any questions concerning this Proposal Response, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Collie", written in a cursive style.

Bob Collie  
Senior Vice President and CTO

## A. E-Rate Experience and Expertise (Addresses Required Responses Table Item I.a.)

Demonstrate an understanding of the rules and regulations of the E-Rate Program

### *E-Rate Experience*

ENA is an eligible E-Rate service provider in both Telecommunications and Internet Access with a broad understanding of the E-Rate program and a commitment to use that knowledge and experience to help our customers obtain deserved E-Rate funding. Our registration numbers are as follows:

Education Networks of America, Inc.  
ENA Services, LLC

SPIN – 143008159  
SPIN – 143030857

FRN – 0011583515  
FRN – 0015297245

#### ENA E-Rate Quick Stats

- ✓ Over \$450 Million in E-Rate Funding Approvals Since Program Inception
- ✓ Top-10 Vendor for Priority 1 Funding
- ✓ More than \$100 Million in Customer E-Rate Filings in Year 15
- ✓ Over 99% Success Rate Overall
- ✓ 15-Year Successful Track Record

ENA is a top-10 service provider recipient of E-Rate funding based on total dollars filed by a service provider and has been successfully working with E-Rate customers for 15 years. ENA has participated in the E-Rate program as a service provider since its inception and has received over \$450 million in E-Rate funding approvals with its clients, representing over 6,500 Form 471 funding requests over the life of the program.

ENA considers active involvement with E-Rate part of its role as a partner with its customers and has more than a 99 percent success rate obtaining critical E-Rate funds with all of our customers.

ENA's E-Rate eligible communications and networking services include managed network and Internet access services, firewall and security services, interconnected Voice over Internet Protocol (VoIP) and videoconferencing services. ENA also provides non-E-Rate eligible services such as advanced content filtering with authorized override. Additionally, ENA is well-known for its Priority 1 E-Rate eligible, Infrastructure as a Service managed solutions that combine connectivity, on-premises equipment and maintenance, customer support services such as our Customer Technical Assistance Center (CTAC), and field service into a seamless package of quality services.

Under the Metropolitan Nashville Public School (MNPS) contract 2-225071-00 issued by MNPS on behalf of a large consortium of Tennessee school districts, ENA has served a combined minimum of more than 200,000 students for Internet access and related services. Please see the customer reference for MNPS in Tab V. Past Performance and References documenting ENA's experience in meeting this RFP requirement. In addition to the MNPS contract, ENA has multiple statewide contracts

that serve well over 200,000 students under a single contract including our contract with the Indiana Department of Education to provide a statewide K-12 network and the Idaho Department of Administration to provide the Idaho Education Network.

**"ENA is a tremendous asset, not just on service but the knowledge ENA brings related to E-Rate and all the other valuable solutions ENA offers. I've had good experiences and bad experiences with vendors, so when you find one that you know you can count on and you know that they'll do right by you, you tend to want to hold on to those."**

John Williams, Chief Technology Officer  
Metropolitan Nashville Public Schools, Tennessee

### ***ENA's Managed Services Leverage E-Rate Funding***

The following graphic illustrates how ENA's managed services fully utilize E-Rate funding to cover more overall costs versus a piecemeal approach of purchasing individual products and services. In the piecemeal approach, equipment and maintenance are only covered under Priority 2 (assuming those funds are available and the customer qualifies for them) while support centers, monitoring and field service have, to date, never been E-Rate eligible when provided utilizing customer resources. However, in the managed service approach all of these services are bundled together to qualify for Priority 1 E-Rate funding. This typically is a substantial cost savings for our customers.

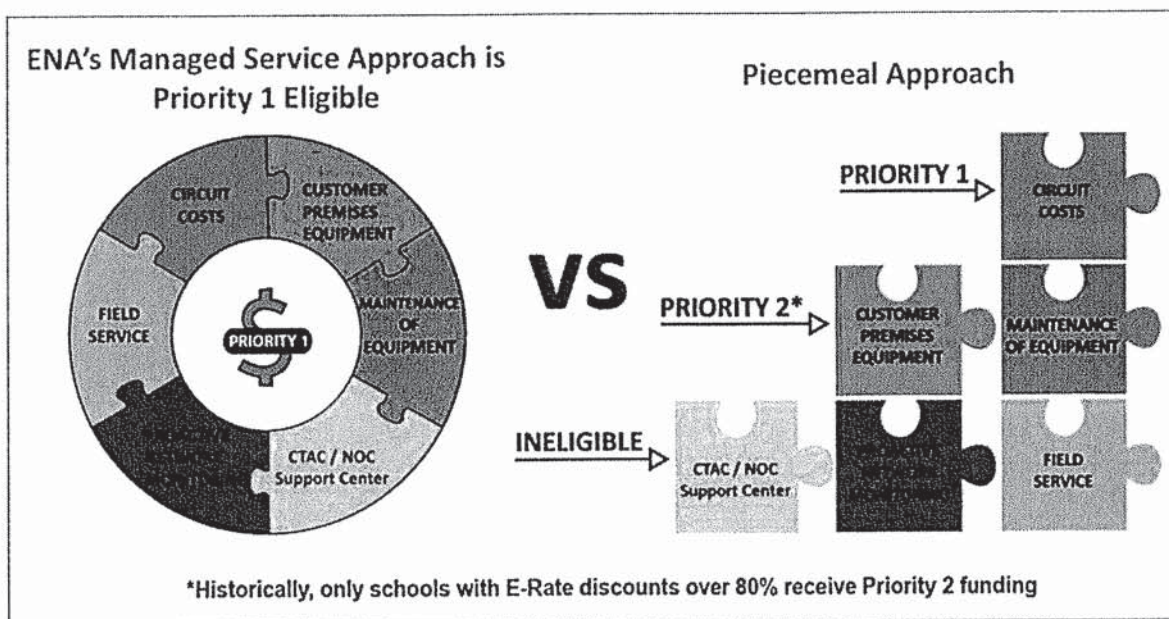


Figure 1: Managed Service E-Rate Approach Versus Piecemeal

Additionally, as demand for Priority 1 services increases, Priority 2 funding is diminishing. Over the last 10 years, the disbursements for Internet Access and Telecommunication Services (both Priority 1) have gone steadily up—leaving less availability for Internal Connections (Priority 2). The 2009 Government Accountability Office (GAO) Telecommunications Report documented that at some very near future point, the applications for Priority 1 funding will fully consume the available E-Rate funding, leaving no funds left for Priority 2 requirements. Priority 2 payments remain unpredictable and payment history from year to year suggests that school districts and libraries relying on Priority 2 funding may be adversely affected as is the case this for this year's funding.

### ***E-Rate Expertise***

ENA has extensive knowledge and experience with all parts of the E-Rate process. In addition to our own internal team of E-Rate specialists, ENA has a team of experienced outside advisors, including E-Rate legal specialists based in Washington, DC. This team keeps ENA on the cutting edge of E-Rate knowledge and policy changes.



ENA's internal team regularly participates in Schools and Libraries Division (SLD) vendor conference calls and training to maintain its knowledge base and program understanding. Our team is led by Rex Miller, ENA's Chief Financial Officer and prominent E-Rate speaker, who also conducts training sessions locally and nationally.

As part of our ongoing and proactive methodology, ENA's team reviews E-Rate program rules and requirements frequently, including review of SLD-issued materials to ensure continuing compliance. Our team focuses on assessing ongoing policy guidance provided by the Federal Communications Commission (FCC) and SLD, examining requests for review from participating applicants, and monitoring changes in the Eligible Services List (ESL).

**We are a leader in working with state, school district and library applications.**

ENA's E-Rate knowledge and experience goes far beyond what is required by a typical school district-level or library-level filing and includes detailed knowledge of eligible services issues and complexities as well as CIPA/filtering requirements. As part of our support process, ENA actively collaborates with the school or library to get their E-Rate funding application (Form 471) filed to ensure funding approval and to avoid errors that could create slowdowns or denials. We understand our role in providing guidance, while at the same time respecting the rules governing acceptable service provider/applicant interaction. Our services include:

- Educating and reminding customers of deadlines, rule changes and current issues
- Reinforcing compliance on all E-Rate program rules
- Working with customers during the Form 471 process to ensure adequate filing amounts to cover E-Rate eligible services
- Preparation of Form 471 Item 21 Attachment describing ENA's specific services

- Aiding customers in responding to Program Integrity Assurance (PIA) questions
- Assistance with Form 486, start of service
- Filing appeals/actions to gain funding

## Invoicing and Reimbursement Process

ENA considers delivery of an invoice that meets customer's needs to be integral to our customer-centric delivery model. We will work to meet and exceed all your billing requirements for an efficient and successful invoicing process. ENA has significant experience billing K-12 education and library E-Rate participants and will be responsible for all service billing as required.


### ENA is ready to help by designing a billing methodology that:

- ✓ Best meets the customer's needs
- ✓ Meets all E-Rate requirements
- ✓ Minimizes time and resources required to review monthly invoices

A large portion of our success with the E-Rate program is attributed to our internal processes and organizational structure which allows ENA to provide dedicated account management for billing. With ENA, you will have a single point of contact for all invoice management and billing requirements.

ENA traditionally provides a one-page, straightforward monthly bill for our services. A sample of an invoice for our voice service is provided in the illustration below. Invoices for our data and video services are equally as simple and easy to understand.

**Sample Invoice**  
with Detail



ENA Services LLC  
Dept. 883149  
Riverside, TN 37095-8149  
(615) 312-4900

**Invoice**

DATE: 3/31/13  
INVOICE #: 10002

P.O. NO.: PD 12345  
TERMS: Net 30

BILL TO:  
Any School  
111 Main Street  
Anytown, USA 12345

Attn: Accounts Payable Department

Location	Service Level	Service Period	Qty	Unit Price	Total Amount	Net Amount after 70% E-Rate Discount
High School	ENA SmartVoice Phone	9/1/12 - 9/30/12	2.00	\$30.00	\$60.00	\$18.00
High School	ENA SmartVoice Fax	9/1/12 - 9/30/12	1.00	\$5.00	\$5.00	\$1.50
Elementary School	ENA SmartVoice Phone	9/1/12 - 9/30/12	2.00	\$40.00	\$80.00	\$24.00
School Office	ENA SmartVoice Fax	9/1/12 - 9/30/12	1.00	\$80.00	\$80.00	\$24.00
Elementary School	ENA SmartVoice Analog	9/1/12 - 9/30/12	1.00	\$50.00	\$50.00	\$15.00
E-Rate Fees				2.00	\$2.00	\$0.60
911 Calls		9/1/12 - 9/30/12	0.00	0.75	\$0.75	\$0.23
USF and other fees				11%	\$63.45	\$19.03
<b>Total Due</b>						<b>\$332.75</b>

For questions regarding this invoice, please contact ENA Services at 1800-415-1101

May not reflect actual pricing


  
Education Networks of America

Figure 2: Sample ENA Voice Services Invoice